

Terms & Conditions

1 Acceptance of terms and conditions

The Client shall be deemed to have accepted and agreed to these Terms and Conditions, when any of the following events occurs:

- 1.1 the Client requests the Employment Agency to Introduce a Candidate for any position; or
- 1.2 the Client, or a third party acting on the Client's behalf, interviews a Candidate;
or
- 1.3 the Client Engages a Candidate in any capacity; or
- 1.4 a Candidate begins work for the Client in any capacity; or
- 1.5 the Employment Agency provides any of the Recruitment Services to the Client

2 Definitions

In these Terms and Conditions, the following words shall have the following meanings:

"Employment Agency "	Back2workmum of 22 Lodge Close, Cobham Surrey KT11 2SG.
"Agreement"	the agreement containing these Terms and Conditions;
"Candidate"	a person Introduced by the Employment Agency to the Client to be considered for an Engagement;
"Client"	any person, firm or company who approaches the Employment Agency with a view to Engaging or otherwise employing a Candidate, or any person, firm or company to whom a Candidate, is Introduced by the Employment Agency
"Engage(s)" (or "Engagement" or "Engaged")	the Employment, hire or other use, directly or indirectly and whether under a contract for services or otherwise, and /or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client
"Introduce" (or "Introduction")	the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction.
"Introduction Fee"	the Introduction fee calculated according to the Schedule;
"Parties"	the Employment Agency and the Client, and "Party" shall mean either one of them;
"Recruitment Services"	search for Candidates for vacancies that the Client has notified to the Employment Agency and Introduction of them to the Client by the Employment Agency;
"Refund Guarantee"	the Refund Guarantee set out in the Schedule
"Regulations"	the Conduct of Employment Agencies and Employment Businesses

3 Recruitment Services

- 3.1 The Employment Agency shall provide the Recruitment Services to the Client in consideration of the Client paying the applicable Introduction Fee to the Employment Agency, subject to the terms and conditions of this Agreement.
- 3.2 The Employment Agency shall use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client shall notify to the Employment Agency. The Employment Agency does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.
- 3.3 When Introducing a Candidate to the Client for employment, the Employment Agency is acting as an Employment Agency as defined in the Regulations.
- 3.4 The Employment Agency shall ensure that any Candidate has given his consent for his or her details to be submitted for any vacancy for which they are submitted. Once a Candidate has been Introduced, the Employment Agency shall provide the Client full access to the Candidate's details that are held by the Employment Agency.
- 3.5 If more than one Employment Agency submits details of the same Candidate to the Client, the agency which first submitted shall be deemed to have Introduced the Candidate to the Client. No subsequent submission of the same Candidate's details shall be deemed as a valid Introduction and, if the Client engages that Candidate in any capacity, no fees or charges of any kind shall be payable to any Employment Agency other than the first to submit the Candidate's details
- 3.6 By requesting the Employment Agency to Introduce a Candidate, for a vacancy, the Client authorises the Employment Agency to advertise such a vacancy, but the Employment Agency is not authorised to use the Client's name or any of its logos or trade marks without the Client's prior express written permission.

4 Fees & Payment

- 4.1 The Client shall pay an Introduction Fee to the Employment Agency in respect of each Candidate Engaged by the Client. The Introduction Fee shall be calculated as a percentage of the Candidates annual salary, as set out in the Schedule.
- 4.2 The Introduction Fee shall become due immediately upon the commencement of an Engagement
- 4.3 The payment of the Introduction Fee shall be made by the Client to the Employment Agency on the date that the Client has Engaged a Candidate.
- 4.4 The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Employment Agency and Engaged by the Client, a further Introduction Fee shall be payable.
- 4.5 The Introduction Fee is charged for the Introduction of Candidates only and does not include any salary due to any Candidate. Unless the Candidate is self employed (in which case it is the Candidates responsibility to account for any tax and National Insurance contributions), it is the Client's responsibility to account for any tax and National Insurance contributions attributable to the Candidate.
- 4.6 Any charges for advertising, and all other charges must be agreed separately in writing before the advertisement is placed and shall be payable irrespective by the Client of whether a Candidate is Engaged.
- 4.7 If, after an offer of Employment has been accepted by a Candidate, the Client withdraws the offer, the Client shall be liable for a cancellation fee of 50% of the Introduction Fee.

- 4.8 If, following a Candidate's unsuccessful application the Client via the Employment Agency either
- 4.8.1 without notifying the Employment Agency, Engages that Candidate in any capacity within 6 months of the Employment Agency's having Introduced a Candidate to the Client or
 - 4.8.2 the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including an affiliate of the Client, and that third party Engages the Candidate in any capacity within 6 months of the Employment Agency's having Introduced a Candidate to the Client the Client shall be liable for an Introduction Fee as set out in the Schedule.
- 4.9 If the Client pays the Employment Agency's fees and the Engagement terminates for any reason related to the suitability of the Candidate or by the Candidate's resignation within the periods specified in the Refund Guarantee and written notice of termination is received by the Employment Agency within seven days the Client will be entitled to a refund in accordance with the Refund Guarantee.
- 4.10 All amounts stated are exclusive of VAT, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.11 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then the Employment Agency shall be entitled:
- 4.11.1 to charge interest on the outstanding amount at the rate of 4% a year above the base lending rate of Barclays Bank plc, accruing daily
 - 4.11.2 to require the Client to pay in advance for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and
 - 4.11.3 not to perform any further Recruitment Services (or any part of the Recruitment Services).
- 5 Client's obligations and acknowledgments
- 5.1 The Client acknowledges and agrees that: by requesting the Employment Agency to carry out an act on its behalf, the Client authorises the Employment Agency to act on the Client's behalf for that purpose; and by requesting the Employment Agency to Introduce a Candidate for a position, the Client authorises the Employment Agency to advertise that position, subject to the provisions of clause 3.6.
- 5.2 When requesting the Employment Agency to Introduce a Candidate for a vacancy, the Client shall provide to the Employment Agency the following information:
- 5.2.1 the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business trading name and address, and the nature of its business:
 - 5.2.2 the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration, remuneration, holiday and any additional benefits.
- 5.3 The Employment Agency endeavours to ensure the suitability of the Candidate. Notwithstanding this the Client shall take such steps as it is deemed necessary to satisfy itself as to the suitability of the Candidate and is responsible for taking up any references provided by the Candidate and/or the Employment Agency before engaging the Candidate. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Candidate, and satisfying any medical and other requirements or qualifications required by the Client or by law.
- 5.4 The Client shall notify the Employment Agency immediately on the occurrence of the first of the following events:
- 5.4.1 a Candidate accepts an offer of Employment from the Client; or
 - 5.4.2 the commencement of an Engagement by a Candidate.

6 Termination

6.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement at any time, on written notice to the other Party ("Other Party")

6.1.1 if the Other Party is in material breach of its obligations under this Agreement or

6.1.2 if the Other Party becomes insolvent, is wound up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business.

6.2 On termination of this Agreement, the Client shall pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Employment Agency for the performance of the Recruitment Services prior to the date of termination.

7 Warrantees & Indemnities

7.1 Neither the Employment Agency nor any of its staff shall be liable to the Client for any loss, injury, damage, expenses or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing any such loss, injury, damage, expense or delay arising from or in any way connected with:

7.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which they are required by the Client;

7.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

7.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate;

7.2 Provided that nothing in this clause 7 shall be construed as purporting to exclude or restrict liability of the Employment Agency for personal injury or death resulting from negligence nor any statutory liability or any exclusion or limitation which is prohibited by law.

7.3 In consideration of the Employment Agency entering into this Agreement with the Client, the Client hereby undertakes to indemnify the Employment Agency in respect of any and all liability of the Employment Agency for:

7.3.1 any loss, injury, expense or delay suffered or incurred by a Candidate howsoever caused;

7.3.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

7.4 Provided that this indemnity is given only in respect of any loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

7.5 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Employment Agency set out in this Agreement are reasonable and reflected in the fees payable to the Employment Agency under this Agreement and shall accept risk or insure accordingly.

8 General

8.1 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

8.2 Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the Other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligation of the assignor under this Agreement.

8.3 Entire agreement

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

8.4 Waiver

No failure or delay by the Employment Agency in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

8.5 Employment Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, Employment Agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

8.6 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provision of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

8.8 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

8.9 Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

The Schedule
Introduction Fees

Scale of fees for the introduction of staff

Introduction Fee based on total remuneration paid to Candidate including all taxable emoluments per annum:

Salary up to £10,000 - 5% (min charge £200)

Salary of £10 001 - £15 000 8%

Salary of £15 001 - £20 000 10%

Salary £20 001 + 12%

Refund Guarantee

If the Engagement terminates, for any reason related to the suitability of the Candidate or by the Candidate's resignation, at any time within 20 weeks of the commencement of the Engagement we will provide a refund in accordance with the scale below provided that:

- payment of the original invoice is received within the agreed payment terms
- that the Client notifies the Employment Agency in writing within 7 days of the date of termination

For engagements terminating during: Refund

weeks 1 and 2 - 100% less £150 Administration Fee

weeks 3 to 5 - 50%

weeks 6 to 8 - 30%

weeks 9 to 10 - 20%

weeks 11 to 20 - 10%