



# **NORTHERN EMPLOYMENT SERVICES LIMITED**

## **TERMS OF BUSINESS**

### **FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF**

#### **1. DEFINITIONS**

1.1 In these Terms of Business ("Terms") the following definitions apply:

- "Applicant" means the person introduced by the Agency to the Client for an Engagement (including any officer or employee or representative of the Applicant if the Applicant is a limited company) and/or members of the Agency's own staff;
- "Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Acts to whom the Applicant is introduced;
- "Agency" means Northern Employment Services Ltd of 148 Yorkshire Street, Rochdale, OL16 1LD acting as an employment agency;
- "Engagement" means the engagement, employment or use of the Applicant in any capacity by the Client or any third party on a permanent or temporary basis, whether direct or otherwise, whether under a contract of service or for services or on any other basis;
- "Introduction" means (i) the Client's interview of an Applicant in person or by telephone, following its instruction to the Agency to search for an Applicant; or (ii) the Agency's passing to the Client a curriculum vitae or other information which identifies the Applicant; and which leads to an Engagement of that Applicant;
- "Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and other taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client or any third party.

1.2 Unless the context requires otherwise, references to the singular include the plural and vice versa.

1.3 The headings in these Terms are for convenience only and do not affect their interpretation.

#### **2. THE CONTRACT**

- 2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to or the Engagement of an Applicant or the passing of information about an Applicant to any third party following an Introduction.
- 2.2 These Terms contain the entire agreement between the Agency and the Client and unless otherwise agreed in writing by one of the Agency's directors, these Terms prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration of these Terms will be valid unless details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms given to the Client stating the date on or after which such varied terms shall apply.



### 3. INTRODUCTION AND FEES

- 3.1 The Client agrees
  - 3.1.1 to notify the Agency immediately of any offer of an Engagement which the Client makes to the Applicant;
  - 3.1.2 to notify the Agency immediately that the Client's offer of an Engagement to the Applicant has been accepted and to provide the Agency with details of the Remuneration; and
  - 3.1.3 to pay the Agency's fee within 7 days of the invoice date.
- 3.2 The Client incurs no fee until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 3.3 The Client accepts the Agency's reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if the Agency is not paid according to its agreed credit terms.
- 3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Agency's accompanying Scale of Fees which is based on annual Remuneration at the commencement of the Engagement. VAT is payable in addition to the fee.
- 3.5 If there are exceptional circumstances (commission etc) where an annualised pay figure cannot be determined at outset, before any Introduction the Agency will agree with the Client (and confirm in writing) a pay figure on which the Agency's fee will be based.
- 3.6 A fee in accordance with clause 3.4 will be payable in relation to any Applicant Engaged as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 6 months of the date of the Agency's Introduction.
- 3.7 Introductions of Applicants are confidential. Disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 3.8 If the Remuneration is not ascertainable (or agreed in accordance with clause 3.5 above) the Agency will charge a fee calculated in accordance with clause 3.4 on a minimum level of remuneration applicable for the position in which the Applicant is engaged having regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 3.9 If the Client receives details of an Applicant from another agency the Client must advise the Agency without delay.
  - 3.9.1 The Client shall not solicit the services of any of the staff of Northern Employment Services Ltd. If Employment commences between The Client and an employee of Northern Employment Services Ltd, or a person who was employed by Northern Employment Services Ltd in the preceding period of six months, then The Client will be liable to pay a fee of £10,000 plus VAT to Northern Employment Services.

### 4. REFUNDS

- 4.1 To qualify for a refund guarantee under this clause the Client must pay the Agency's fee within 7 days of the date of the invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 If the Engagement terminates before the expiry of [12] weeks from the commencement of the Engagement the Agency's fee will be rebated as set out in its Scale of Fees.



4.3 If an Applicant engaged by the Client approaches the Agency during any rebate period to ask for alternative employment and is offered and accepts alternative employment through the Agency within that rebate period, a rebate is payable from the date of acceptance of the new offer.

## **5. INFORMATION TO BE PROVIDED**

5.1 To enable the Agency to comply with its obligations under these Terms the Client undertakes to provide the Agency with details of the position it seeks to fill, including the type of work the Applicant will be required to do; location and hours of work; experience, training, qualifications and any authorisation the Client considers necessary or which is required by law or any professional body for the Applicant to possess in order to work in the position; any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date it requires the Applicant to commence, the duration or likely duration of the work; the Remuneration, expenses and any other benefits offered; the intervals of payment of Remuneration and the length of notice the Applicant is to give and is entitled to receive to terminate the employment with the Client.

5.2 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Applicant for the Applicant to work in the position the Client is seeking to fill.

## **6. SUITABILITY**

6.1 The Agency endeavours to ensure suitability of any Applicants introduced to the Client by obtaining confirmation of the Applicant's identity and entitlement to work in the UK; that the Applicant has the experience, training, qualifications and any authorisation the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position the Client seeks to fill.

6.2 When proposing an Applicant to the Client the Agency will inform the Client of such matters in clause 6.1 as it has obtained confirmation of. Where such information is not given in paper form or by electronic means it will be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and Public or bank holidays) following, save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

6.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and the Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position the Client seeks to fill and to ensure it would not be detrimental to the Client's interests or the Applicant's interests to work in the said position.

6.4 Notwithstanding clauses 6.1, 6.2 and 6.3 above, the Client shall satisfy itself as to the suitability of Applicants and shall take up any references provided by Applicants and/or the Agency before engaging the Applicant. The Client is responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications or permissions required by law of the country in which the Applicant is engaged to work.

6.5 Where the Applicant is required by law, or any professional body, to have any qualifications or authorisations to work in the position the Client seeks to fill or the work involves caring for or attending one or more persons under the age of 18, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications of the Applicant, two references from persons not related to the Applicant who have agreed that the references which they provide may be disclosed to the Client, and all other reasonably practical steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of any steps taken to obtain this information.

6.6 The Agency shall notify the Client immediately if, within 3 months of the Engagement of an Applicant, it receives or otherwise obtains information which gives it reasonable grounds to believe the Applicant is or may be unsuitable for the position in which the Applicant is employed.



**7. LIABILITY**

7.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction or Engagement of any Applicant by the Client. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

**8. LAW**

8.1 These Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed .....  
For and on behalf of the Client

Print name .....

Date .....