Infrastructure Support Solutions

Standard Terms Of Business For The Supply Of Permanent & Fixed Term Contract Staff

1. Definitions

1.1 In these Terms the following definitions apply:
"Employment Business" Infrastructure Support Solutions;
"Cancellation Fee" means the fee payable by the Client to the Employment Business when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 3.10;
"Candidate" means the person Introduced by the Employment Business to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Employment Business's own staff;
"Client" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is introduced;
"Engagement" means the engagement, employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an Employment Business, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"Introduction" means (i) the passing to the Client of a curriculum vitæ or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Employment Business to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly;
"Introduction Fee" means the fee payable by the Client to the Employment Business for an Introduction resulting in an Engagement;
"Remuneration" includes gross 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 taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount of 15% will be added to the salary in order to calculate the Employment Business's fee;
"Replacement Candidate" means any Candidate Introduced by the Employment Business to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 12 weeks of the Engagement;

2. The Contract

2.1 These terms of business constitute the contract between the Employment Business and the Client for the supply of permanent and fixed term contract staff (to be engaged directly by the client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director or General Manager of the Employment Business, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director or General Manager of the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. Notification And Fees

3.1 The Client agrees to:

3.1.1 Notify the Employment Business immediately of the terms of any offer of an Engagement which it makes to the Candidate;

3.1.2 Notify the Employment Business immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Employment Business of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Employment Business;

3.1.2 Pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.7.

3.2 The Introduction Fee calculated in accordance with 3.3 below is payable if the Client Engages the Candidate within the period of 6 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the later)

3.3 The Introduction Fee is calculated in accordance with the following Fee Structure Schedule based on the Remuneration applicable during the first 12 months of the Engagement:

Remuneration	%
£0.00 – £19,999	20%
£20,000 - £29,999	22.5%
£30,000 - £39,999	25%
£40,000 & Above	30%

3.4 Where the actual Remuneration is not known, the Employment Business will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Employment Business by the Client and/or comparable positions in the market generally.

3.5 Where prior to the commencement of the Engagement the Employment Business and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.

3.6 The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

3.7 The Introduction Fee shall be payable within 14 days of the date of the Employment Business's invoice which shall be rendered once the Candidate commences the Engagement.

3.8 VAT is charged at the standard rate on all fees.

3.9 The Employment Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time from the due date until the date of payment.

3.10 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Employment Business a Cancellation Fee of £2,000, unless otherwise agree in writing with the Director or General Manager of the Employment Business.

3.11 In the event that any Employment Business staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Employment Business [or within 6 months of leaving the Employment Business], the Client shall be liable to pay an Introduction Fee to the Employment Business calculated in accordance with clause 3.3.

3.12 The Employment Business reserves the right to use the services of a third party to recover invoiced amounts unpaid by the due date and any fees and costs resulting there from will be added to the outstanding sum due and payable by the Client.

3.13 Unless paying in GBP, the Introduction Fee shall be calculated on the date offer of an Engagement to the Candidate has been accepted according to xe.com currency rates.

4. Introductions To Third Parties

Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a **"Third Party Introduction"**. If that Third Party Introduction results in an Engagement of the Candidate by the third party within 6 months of the Employment Business's Introduction of the Candidate to the Client, then the Client will be liable to the Employment Business for payment of an Introduction Fee in accordance with clause 3.

5. Suitability Checks

5.1 The Employment Business endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonable steps to:

5.1.1 Ensure that it would not be detrimental to the interests of either the Client or the Candidate;

5.1.2 Ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body; and,

5.1.3 Confirm that the Candidate is willing to work in the position.

5.2 Notwithstanding clause 5.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:

5.2.1 Taking up any references provided by the Candidate before Engaging the Candidate;

5.2.2 Checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;

5.2.3 The arrangement of medical examinations and/or investigations into the medical history of any Candidate; and

5.2.4 Satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

5.3 To enable the Employment Business to comply with its obligations under 5.1 above the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:

5.3.1 The type of work that the Candidate would be required to do;

5.3.2 The location and hours of work;

5.3.3 The experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;

5.3.4 Any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

5.3.5 The date the Client requires the Candidate to commence the Engagement;

5.3.6 The duration or likely duration of the Engagement;

5.3.7 The minimum rate of Remuneration, expenses and any other benefits that would be offered;

5.3.8 The intervals of payment of Remuneration; and

5.3.9 The length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.

6. Confidentiality And Data Protection

All information relating to a Candidate is confidential and subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times. In addition information relating to the Employment Business's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

7. Liability

The Employment Business 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 Employment Business seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Employment Business to introduce any Candidate. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

8. Notices

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

9. Severability

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

10. Governing Law And Jurisdiction

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