

## 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:

"Candidate"	means the person Introduced by the Agency to the Client for an Engagement (including any officer or employee or representative of the Candidate if the Candidate 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 Act 2006 to whom the Applicant is Introduced;
“Data Protection Legislation”	means the Data Protection Act 2018, the General Data Protection Regulation (2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy and also including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
“Agency”	means <b>Route 1 Recruitment &amp; Training Ltd of Colbeck House Colbeck Row Birstall WF17 9NR</b> acting as an employment agency;
"Engagement"	means the engagement, employment or use of the Candidate 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 or assessment of a Candidate in person or by telephone or by any other audio, visual or other means and the time of an introduction will be taken to be the most recent instance and “Introduced” and “Introduces” will be construed accordingly, following its instruction to the Agency to search for an Candidate; or (ii) the Agency’s passing to the Client a curriculum vitae or other information which identifies the Candidate; and which leads to an Engagement of that Candidate;
"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 Candidate 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 are deemed to be accepted by the Client and to apply by virtue of a) the instruction of the Agency to source Candidates on behalf of the Client; or b) to an introduction to the Client of a Candidate; or c) Client's interview or request to interview a Candidate; d) the Engagement by Client of a Candidate; or e) the passing of information about the Candidate by the Client to any Third Party; or f) Client's signature at the end of these Terms; or g) any other written express acceptance of these Terms; or h) any other act on the part of that Client that is analogous to acceptance.
- 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 Candidate;
  - 3.1.2 to notify the Agency immediately that the Client's offer of an Engagement to the Candidate has been accepted and to provide the Agency with details of the Remuneration; and
  - 3.1.3 to pay the Agency's fee within 14 days of receipt of the Agency's invoice.
- 3.2 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.
- 3.3 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. If applicable, VAT will be payable in addition to the fee.
- 3.4 If there are circumstances that mean Remuneration cannot be determined at the outset of any search or Engagement, such as any commission or equity schemes, the Agency and the Client will seek to agree a Remuneration figure on which the Agency's fee will be based.
- 3.5 A fee in accordance with clause 3.3 will be payable in relation to any Applicant Engaged following an introduction by the Agency, whether direct or indirect, within 12 months of the date of any Introduction by the Agency.
- 3.6 Introductions of Candidates are confidential. Disclosure by the Client to a third party of any details regarding a Candidate 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 3.3 with no entitlement to any refund.
- 3.7 If the Remuneration is not ascertainable or not known to the Agency [(or agreed in accordance with clause 3.4 above)] the Agency will charge a fee calculated in accordance with clause 3.3 on its estimation of the remuneration applicable for the position in which the Candidate 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.

- 3.8 If the Client is already in discussion with any Candidate introduced by the Agency or subsequently receives details from another source or direct application then the Client must advise the Agency within 3 business days.

#### 4. REFUNDS

- 4.1 To qualify for a refund guarantee under this clause the Client must pay the Agency's fee within 14 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 6 weeks from the commencement of the Engagement the Agency's fee will be rebated as set out in its **Scale of Fees**.

#### 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 Candidate 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 Candidate 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 Candidate 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 Candidate 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 take all such steps as are reasonably practicable to ensure that the Client and the Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate 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 Candidate's interests to work in the said position.
- 6.2 Notwithstanding clauses 6.1, the Client shall satisfy itself as to the suitability of Candidates and shall take up any references provided by the Candidates and/or the Agency before engaging the Candidates. 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 Candidates and satisfying any medical and other requirements or qualifications or permissions required by law of the country in which the Candidates is engaged to work.
- 6.3 Where the Candidate 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 Client must notify the Agency in advance of the earlier of instructing the Agency to source Candidates, interviewing or engaging Candidates introduced by the Agency. In those circumstances, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications of the Candidate, two references from persons not related to the Candidate 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 Candidate 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.

#### 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 a Candidate for the Client or from the

Introduction or Engagement of any Candidate by the Client. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

7.2 Client will indemnify and keep indemnified Agency against any costs (including legal costs), claims or liabilities incurred directly or indirectly by Agency arising out of or in connection with these Terms including (without limitation) as a result of:

- a) any breach of these Terms by Client or by its employees or agents;
- b) any breach by Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, the Conduct Regulations and Data Protection Legislation);
- c) any unauthorised disclosure of a Candidate details by Client or by Third Party, or any of its employees or agents.

**8. DATA PROTECTION**

8.1 The parties shall comply with the provisions of Data Protection Legislation which is in force and you shall provide us with such reasonable and timely assistance as we may require in relation to any exercise of a data subject’s rights. The parties shall be data controllers (as defined in the Data Protection Legislation) in common and each party shall be responsible for their own compliance with the Data Protection Legislation. If we share any personal data with you about the Candidate, or otherwise, you will only use that personal data for the purposes of this agreement or the recruitment.

**9. LAW**

9.1 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.

I confirm I am authorised to sign and agree these terms of business on behalf of

Business Name.....

Print.....

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

Date .....]