



Terms for the supply of Permanent staff

1. Interpretation

In these Conditions, the following terms have the following meanings:

- a) Candidate: a person whose personal details are registered with the Company who may be suitable for Engagement with the Client or to whom the Client may wish to be Introduced, including any officer or employee of the Candidate if the Candidate is a limited company;
- b) Client: the person, firm or company to whom services are provided or a Candidate is directly or indirectly introduced by the Company, together with a holding company or subsidiary of the Client (as defined in Section 1160 of the Companies Act 2006) or an associated company of the Client (as defined in Section 416 of the Income and Corporation Taxes Act 1988);
- c) Company: BUILDFORCE SOLUTIONS LTD - Company number 15452012
- d) Contract: a contract between the Company and the Client for the supply of recruitment services and the Introduction of Candidates to the Client incorporating these Conditions and any Special Conditions;
- e) Engagement: the employment, appointment or use under any agreement or arrangement for the provision of the services of the Candidate to the Client or any third party on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis or through any incorporated entity of which the Candidate is a director, limited liability partner or employee;
- f) Introduction: the introduction of the Candidate to the Client by the Company as referred to in Condition 3(a);
- g) Introduction Fee: the fee payable by the Client to the Company upon the Engagement of a Candidate Introduced by the Company to the Client, being a percentage of the Candidate's Remuneration calculated in accordance with the Scale of Fees;
- h) Regulations: The Conduct of Employment Agencies and Employment Business Regulations 2003 as amended;
 - (i) if the Candidate is Engaged by the Client on any other basis, the estimated fees to be paid to the Candidate by the Client in respect of services to be rendered in the first year, excluding VAT;
- j) Special Conditions: all specific conditions relating to the Contract for the supply of services or Introduction of Candidates to the Client and set out in the Company's written order acknowledgement or otherwise by written agreement between the parties.

2. The Contract

- a) The Contract shall be on these Conditions, including the Special Conditions, to the exclusion of all other terms and conditions, and the Contract forms the entire agreement between the parties and supersedes any previous terms and conditions of either party.
- b) In the event of a conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.
- c) These Conditions are deemed to be accepted by the Client:
 - i) instructing the Company to Introduce Candidates
 - ii) interviewing or Engaging a Candidate following an Introduction; or
 - iii) passing information about the Candidate to a third party following an Introduction.
- d) No variation to these Conditions shall be valid unless agreed by a director of the Company and the Client and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply. Duly authorised Company personnel may agree to vary the Company's standard fees for a specific Engagement only.

3. Introduction

- a) The Introduction of a Candidate to a Client shall take place when:
 - i) the Company provides a curriculum vitae or other information to the Client which expressly or impliedly identifies the Candidate with a view to the Engagement of the Candidate by the Client; or
 - ii) the Company arranges an interview to take place between the Candidate and the Client; or
 - iii) the Company introduces any third party to the Client directly or indirectly with a view to the Engagement of such third party by the Client and in these circumstances, an Introduction Fee will be payable by the Client to the Company. in respect of each accepted offer of Engagement within 12 months of such Introduction.
- b) Irrespective of whether the Candidate was previously known to the Client or not, a Candidate shall be considered to have been Introduced to the Client exclusively by the Company and any Engagement of the Candidate by the Client shall be deemed to have occurred solely as a consequence of that Introduction unless, prior to the commencement of the Contract, the Client notified the Company that it was already in contact with the Candidate and is able to substantiate its assertion to the Company's reasonable satisfaction.



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c) If the Client passes the details of any Candidate to a third party without first obtaining the Company's prior written consent, in breach of Condition 10(e) below, and the third party subsequently engages the Candidate then, without prejudice to its other rights hereunder, the Company shall be entitled to charge an Introduction Fee to the Client as if the Candidate had been engaged by the Client. In these circumstances, there shall be no entitlement to any Refund Guarantee.

d) If the Client requires the Candidate to undertake a trial period before making an offer of permanent Engagement, the services of the Candidate will be provided in accordance with the Company's Terms and Conditions of Business for the Introduction and Supply of Temporary Workers. If an Engagement takes place after the trial period, an Introduction Fee will be payable and the Refund Guarantee will not apply.

4. Price

a) Payment of the Introduction Fee together with any agreed expenses, shall be made to the Company by the Client within 30 days of the date of the Company's invoice. Time for payment shall be of the essence.

b) The Company may render invoices at any time after it has incurred expenses or in respect of the Introduction Fee at any time after the Candidate has commenced their Engagement with the Client.

c) The Client shall make no deduction of any type from payments due to the Company.

d) The Company hereby reserves the right to:

i) charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any outstanding amounts owed by the Client; and

ii) claim immediate payment of all invoices rendered, including those within the agreed payment terms, where the Client has failed to make payment of an invoice on time.

e) The Client shall be liable to pay the Company any additional costs and expenses incurred by the Company in seeking to enforce its rights or recover any outstanding sums due under the Contract from the Client including, without limitation, legal fees, court fees and process servers fees.

5. Scale of Fees

a) The Introduction Fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the fee below:

Annual Remuneration % Charge

Up to £70,000 salary - 15%

70,000 or above (executive roles) an alternative percentage or retainer may be agreed between the company and the client.

b) An Introduction which leads to the Engagement of a Candidate on a fixed term contract of less than 12 months shall not qualify for any reduction in the Introduction Fee. The formula used to calculate the Remuneration upon which the Introduction Fee is to be based for a short term contract shall be $(\text{Rate Per Week} \times 52) \times \% \text{ Charge}$. e.g. $(£300 \times 52) \times 15\% = £2,340$ plus VAT.

c) Where the actual Remuneration is not known, the Company will charge a fee based on the reasonable level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Company by the Client or comparable positions in the market generally.

e) Where applicable, VAT will be charged upon the Introduction Fee and any other fees, charges or expenses at the prevailing rate.

6. Refund Guarantee

a) If the Engagement terminates, whether by expiry of notice or otherwise, before the expiry of 12 weeks from the date of commencement of the Engagement, the Introduction Fee will be refunded to the Client in accordance with the scale detailed below, provided that:

i) the termination is either a consequence of the Candidate leaving of their own volition or a dismissal by the Client which is not by reason of redundancy and which is neither wrongful nor unfair as defined by the Employment Rights Act 1996.

(ii) the Client notifies the Company in writing within 7 days of the Candidate's resignation or their dismissal, as the case may be;

(iii) all monies due from the Client are paid within 30 days of the date of invoice and strictly in accordance with Condition 4;

(iv) the Client has not materially breached any term or condition of the Contract; and



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(v) the Introduction Fee agreed was in accordance with the standard Scale of Fees above.

b) If the conditions in Condition 6(a) have been met, the following proportion of the Introduction Fee paid by the Client will be refunded by the Company:

Termination of Engagement: % Refund

Up to 4 weeks after commencement 100%

After 4 weeks but not more than 8 weeks
after commencement 50%

After 8 weeks but not more than 12 weeks
after commencement 25%

For the avoidance of doubt, if termination of an Engagement occurs more than 12 weeks after commencement, no refund shall be payable by the Company to the Client.

c) For the purposes of the Refund Guarantee, the date on which the Candidate's employment ceases shall constitute the date of termination.

d) Should the Client subsequently engage or re-engage the Candidate within 12 months of the date of termination of Engagement or withdrawal of offer, the full Introduction Fee calculated in accordance with the Scale of Fees shall be payable within 30 days of the re engagement of the Candidate and the Refund Guarantee shall not then apply.

e) If the Candidate brings a successful action for wrongful dismissal or unfair dismissal against the Client and the Company has already refunded the Introduction Fee in accordance with this Condition 6, the Client shall repay the refunded amount to the Company on demand.

7. Cancellation Fee

If, after an offer of Engagement has been made to the Candidate, the Client decides to withdraw it, the Client shall be liable to pay the Company 25% of the Introduction Fee, unless the reason for withdrawal of the offer of engagement is that the Client reasonably believes that the candidate is unsuitable for the job role.

8. Non-Solicitation

a) If the Client, whether directly or indirectly, engages or receives services from any member of staff of the Company, irrespective of whether such person has been involved in the supply of services to the Client, ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, an Introduction Fee will be payable by the Client to the Company, calculated in accordance with the Scale of Fees and with no entitlement to the Refund Guarantee.

b) The Introduction Fee in Condition 8(a) shall be paid by the Client in accordance with Condition 4.

9. Company's Obligations to the Client

a) The Company agrees to make available from time to time persons who may be suitable for Engagement by the Client with a view to effecting an Introduction.

b) The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity, that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body, and that the Candidate is willing to work in the position which the Client seeks to fill and, if available, the Company shall endeavour to provide the Client with references for the Candidate.

c) The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.

d) The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position the Client seeks to fill.

10. Client's Obligations to the Company

The Client shall:

a) notify the Company in writing and without delay when:

i) an offer of Engagement is made by the Client to a Candidate; and ii) such an offer is accepted by the



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Candidate;

- b) pay to the Company the Introduction Fee together with any other amounts due in respect of the Introduction.
- c) provide to the Company details of the identity of the Client, details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do, the location and hours of work, 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, and 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 the Client requires the Candidate to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered, the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- d) satisfy itself as to the suitability of the Candidate, notwithstanding Condition 9 above, and be responsible for verifying any professional or academic qualifications, obtaining references, work permits or security clearances for the Candidate, and for arranging any health, fitness or other tests to be carried out on the Candidate;
- e) comply in all respects with the Data Protection Act 1998 in relation to personal data provided to the Client pertaining to the Candidate;
- f) keep the Candidate's CV and any other personal information disclosed to the Client by the Company and pertaining to the Candidate strictly private and confidential and not disclose it to any third party without first obtaining the written consent of the Company and, in particular, not approach the Candidate's current employer until any offer of Engagement made by the Client to the Candidate has been accepted in writing;
- g) indemnify and keep the Company indemnified, against all claims losses, damages, costs and expenses that the Company suffers as a result of any claim brought by a Candidate in the Employment Tribunal in connection with the Introduction of the Candidate to the Client to the extent that such claim has arisen through the acts or omissions of the Client.
- h) notify the Company in writing if it does not wish the Company to advertise a vacancy, failing which the Company may advertise any vacancy notified by the Client.

11. No Warranty

- a) Although the Company will use reasonable endeavours to ensure the suitability of the Candidate, the Company gives no warranty whatsoever, whether express or implied, as to whether the attributes of the Candidate will be suitable for the Client's requirements. The Client must rely on its own enquiries as to the suitability of the Candidate.
- b) The Company shall not be liable for any loss, liability, damage, costs, claims, compensation or expenses, whether direct, indirect or consequential suffered or incurred by the Client arising from or connected with the services provided by the Company or from the Introduction to or the Engagement of any Candidate by the Client or from the failure of the Company to introduce the Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

12. General Provisions

- a) For the purposes of the Regulations, the Company shall operate as an Employment Agency save where an Introduction is effected through the Company operating as an Employment Business providing temporary recruitment services.
- b) Any indulgence granted by the Company to the Client and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Client.
- c) The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or of these Conditions. In the event that any of the Conditions shall be held invalid, illegal or unreasonable, such Condition shall apply with such deletion as may be necessary to make it valid and effective.
- d) The Company may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under the Contract. The Contract is not assignable by the Client without the written consent of the Company.
- e) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- f) The Contract shall be interpreted in accordance with English Law. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract, its subject matter or formation.



Buildforce
SOLUTIONS

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Signed for and on behalf of the Employment Business

[print name here]

Signed for and on behalf of the Client

[print name here]

I confirm I am authorised to sign this Agreement for and on behalf of the Client.

Date