



**TERMS OF BUSINESS FOR THE PROVISION OF PERMANENT STAFF**

**1. DEFINITIONS:**

<b>Candidate</b>	any individual Presented by the Company to the Client in connection with the provision of services by a Candidate
<b>Client</b>	any person firm or company to whom the Company Presents and Introduces Candidates in accordance with these Conditions
<b>Company</b>	Perfect Placement UK Limited of Nautilus House, 10 Avocet Court, St. Andrews Business Park, Norwich, NR7 0HR (registered company number 4923920) or its successors and assignees from time to time
<b>Conditions</b>	the conditions set out in this document and any special terms and conditions agreed in writing by the Company
<b>Contract Engagement</b>	the agreement between the Company and the Client in connection with the Engagement the appointment of a Candidate to perform services for and on behalf of the Client whether under a contract of employment or service(s) or under any agency, licence, franchise or partnership agreement or arrangement (“ <b>Engaged</b> ” shall be construed accordingly)
<b>Fee</b>	the cost or charges in respect of an Engagement (calculated as 15% of the Remuneration) together with VAT as applicable (or where no fee has been quoted or given a reasonable fee)
<b>Interview</b>	any meeting, conversation or other correspondence between the Candidate and the Client, regardless whether such meeting, conversation or correspondence takes place in person, over the phone, over the internet, or through any other medium
<b>Introduction</b>	the facilitation of an Interview of a Candidate by the Client (“ <b>Introduced</b> ” and “ <b>Introduces</b> ” shall be construed accordingly)
<b>Presentation</b>	the initial presentation of a Candidate to the Client by the Company in which personal or professional information about the Candidate is provided to the Client and which may include (without limitation) providing a CV or other professional summary whether or not it contains information from which the Candidate could be identified (“ <b>Presented</b> ” and “ <b>Presents</b> ” shall be construed accordingly)
<b>Remuneration</b>	the total basic annual salary payable to the Candidate pursuant to the Engagement during the first 12 months of the Engagement (notwithstanding that the Engagement may be terminated during that period)
<b>Scale of Refund</b>	the refund payable by the Company to the Client in accordance with the Conditions and as set out below

**2. CONDITIONS APPLICABLE:**

- 2.1 These Conditions shall govern the Contract to the exclusion of any other conditions including any terms and conditions the Client may purport to apply under any purchase order or similar document
- 2.2 These Conditions shall be deemed to be accepted by the Client by virtue of:
  - (a) the Client requesting details of any Candidate; or
  - (b) the Client interviewing any Candidate; or
  - (c) Engagement by the Client
- 2.3 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing by a director of the Company
- 2.4 Any quotation given by the Company may be withdrawn at any time prior to acceptance by the Client and in any event shall lapse after 21 days
- 2.5 Any representations made by or on behalf of the Company concerning the Candidate are expressly excluded from these Conditions and in entering into the Contract the Client acknowledges that it does not rely on and waives any claim for breach of any such representations
- 2.6 These Conditions embody the entire understanding of the parties and supersede any prior promises representations undertakings implications or agreements between or by the parties

**3. NOTIFICATION AND FEES:**

- 3.1 In the event that a Candidate is Engaged by the Client following an Introduction, the Client shall notify the Company immediately and provide full details of the Remuneration
- 3.2 Subject to any special terms agreed in writing between the Company and the Client, where an Engagement has been made in accordance with clause 3.1, the Company shall be entitled to invoice the Client for the Fee at the rate prevailing on the date of the Company’s invoice on or at any time after any Engagement

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- 3.3 In the event that a Candidate is Engaged by the Client in breach of clause 5.1 having contacted the Candidate directly in order to circumvent the Company, the Client shall remain liable to pay the Fee and the Company shall be entitled to invoice the Client for the Fee at the rate prevailing on the date of the Company's invoice on or at any time after any Engagement.
- 3.4 The Client shall pay the Company's invoices as may be rendered either on receipt of the said invoice or (if specifically notified by the Company) within 7 days of the date of the said invoice (the **Due Date**). Time of payment of the Company's invoice shall be of the essence
- 3.5 All sums payable under this Contract shall be paid in Sterling by the Due Date. For the purpose of converting into Sterling the local currency of the Client (where applicable) the rate of exchange to be applied shall be the rate of exchange applied by the Bankers to the Company for the purchase of Sterling with such foreign currency as at the close of business on the date when the relevant payment first becomes due
- 3.6 If the Client fails to make payment by the Due Date then without prejudice to any other right or remedy available to it the Company shall be entitled to:
  - (a) cancel the Contract and/or suspend any further performance under any other contract with the Client
  - (b) charge the Client the full Fee if any discretionary rate or discount has been previously offered and/or
  - (c) charge the Client interest (before and after any judgment) on the amount paid at the rate of 3% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)
- 3.7 The Client acknowledges that it shall be liable to pay the Fee in accordance with this clause if it refers the Candidate to any third party within 6 calendar months of the Introduction and that party engages the Candidate or in any event where an Engagement results directly or indirectly from the Introduction
- 3.8 The Client shall immediately notify the Company in the event the Client anticipates that there will be any delay in making any payments due to the Company in accordance with these Conditions

### 4. SUITABILITY AND LIABILITY:

- 4.1 Save as expressly provided in these Conditions the Company warrants that it will use its reasonable endeavours to ensure the Candidate satisfies any selection criteria notified to the Company by the Client
- 4.2 The Company shall be under no liability under any warranty condition or guarantee if the Fee has not been paid by the Due Date
- 4.3 Notwithstanding clause 4.1 the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Candidate and shall (without limitation) be responsible for taking up any references prior to engaging the Candidate obtaining any work and/or other permits as may be necessary arranging any medical examinations and/or carrying out any investigations into the medical history of the Candidate
- 4.4 After the Interview by the Client of any Candidate the Client shall upon request by the Company provide feedback to the Company on the suitability of the Candidate and the CVs supplied
- 4.5 The Company shall not be liable to the Client by way of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and where caused by the negligence of the Company its employees agents or subcontractors) which arise out of or in connection with any Introduction or Engagement or from the failure of the Company to introduce a Candidate
- 4.6 Nothing contained herein is intended nor will limit the Company's liability in respect of death or personal injury caused by the Company its employees agents or subcontractors

### 5. NON-SOLICITATION BY THE CLIENT:

- 5.1 Once a Presentation has been made and prior to the Introduction:
  - 5.1.1 the Client shall not without the prior written consent of the Company directly contact or attempt to contact the Candidate who is the subject of such Presentation; and
  - 5.1.2 all contact between the Client and the relevant Candidate shall be conducted through the Company.
- 5.2 The Client shall not without the prior written consent of the Company solicit or attempt to solicit from the Candidate any details or information about any other potential candidates
- 5.3 In the event the Client breaches clause 5.2 by engaging an individual referred (whether directly or indirectly) by a Candidate the Company shall be entitled to recover a Fee as though the referred individual was Introduced by the Company as a Candidate and in such circumstances no Scale of Refund shall apply

### 6. REFUND:

- 6.1 Subject to the Client having complied with its obligations under these Conditions (including in particular its obligations to notify the Company under clause 3.1) in the event the Engagement terminates at any time within 8 weeks of the commencement of such Engagement (save for reason of redundancy) the Company shall refund a proportion of the Fee in accordance with the Scale of Refund provided that the Client notifies the Company in writing within 5 working days of the termination of the Engagement. For the purposes of this clause 6.1 any periods of sick leave incapacity holidays lay-offs suspension business closures and working notice periods (including garden leave) shall be included (and not deemed to extend such 8 week period)
- 6.2 In the event the Client or any subsidiary or associated company of the Client subsequently re-engages the Candidate within a period of 3 calendar months from the date of termination of the Engagement the full Fee shall be payable and the Client shall remit to the Company any refund paid in accordance with this clause

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- 6.3 The Company shall not be obliged to refund any of the Fee if the Engagement terminates by reason of the Client providing false inaccurate or misleading information about the job specification (including in respect of the Remuneration)
- 6.4 In the event the Client notifies the Company that the Engagement of a Candidate has been terminated within the first 8 weeks of the commencement of such Engagement the Company may supply details of an alternative Candidate to the Client. If the Introduction of the alternative Candidate results in Engagement the Company shall not be obliged to refund a proportion of the Fee in respect of the initial Candidate in accordance with clause 6.1 above. The period of Engagement for the purposes of calculating the Scale of Refund for the alternative Candidate shall be deemed to have commenced on the Engagement of the initial Candidate and reduced accordingly

**7. GENERAL:**

- 7.1 In connection with the Contract the Company shall be deemed to be acting as an employment agency as defined under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and Employment Agencies Act 1973 (as amended from time to time) and is a member of the Recruitment and Employment Confederation
- 7.2 The Client agrees to comply with all requirements under the Data Protection Act 2018 in respect of any information and data passed from the Company to the Client in respect of the Candidate and the Client undertakes to keep such information and data confidential
- 7.3 The headings in the Conditions are for convenience only and shall not affect their interpretation
- 7.4 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision
- 7.5 This Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts

<b>Scale of Refund</b>	
Up to 1 week	100% of the Fee
Up to 2 weeks	90% of the Fee
Up to 3 weeks	75% of the Fee
Up to 4 weeks	50% of the Fee
Up to 5 weeks	40% of the Fee
Up to 6 weeks	30% of the Fee
Up to 7 weeks	15% of the Fee
Up to 8 weeks	5% of the Fee