



## Terms of Business for the Introduction of Staff (“T&Cs”)

### 1. Definitions

1.1 In these Terms of Business the following definitions apply:

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Applicant”</b>     | The person introduced or referred by Ethic Recruit to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and regardless of whether otherwise known to the Client.                                                                                                                                                                                                                                                                                         |
| <b>“Client”</b>        | The person: firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Applicant is introduced.                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Ethic Recruit”</b> | Ethic Recruit Limited (company number 11063678) of Tremough Innovation Centre, Penryn, TR10 9TA.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Engagement”</b>    | The engagement, employment or use of the Applicant by the Client or any third party on a permanent, fixed term or temporary basis, whether under a contract of service or for services; under agency, license, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.                                                                                                                                                          |
| <b>“Introduction”</b>  | The introduction of the Applicant to the Client by Ethic Recruit as referred to in Section 4.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Remuneration”</b>  | 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 Applicant for services rendered to or on behalf of the Client. Where the engagement is on a part time basis, the remuneration will be equalised to that of a full-time engagement for the purposes of calculating the Ethic Recruit's fee. |
| <b>“Regulations”</b>   | The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                  |

### 2. The Contract

2.1 These Terms constitute the contract between Ethic Recruit and the Client and are deemed to be accepted by the Client:

- a) instructing Ethic Recruit to Introduce Applicants
- b) interviewing or Engaging an Applicant following an Introduction; or
- c) passing information about the Applicant to a third party following an Introduction.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a representative of the Agency, these Terms of Business prevail over any other Terms of Business or purchase conditions 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 Ethic Recruit 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.

- 2.4 Ethic Recruit acts as an Employment Agency (known as permanent and fixed term recruitment (“perm”) and an Employment Business (known as the supply of temporary workers “temp”).
- 2.5 On the successful placement of a temp Applicant with the Client, Ethic Recruit will issue its standard terms for the supply of temp Applicant’s (“Contract for the Supply of a Temporary Worker”). If you require a copy of the template agreement now, please advise.

### **3. Notification and Fees**

- 3.1 The Client agrees to:
  - a) notify Ethic Recruit immediately of the terms of any offer of an Engagement which it makes to the Applicant.
  - b) notify Ethic Recruit immediately that its offer of an Engagement to the Applicant has been accepted and to provide details to Ethic Recruit of the Remuneration agreed with the Applicant together with any documentary evidence as requested by Ethic Recruit.
  - c) notify Ethic Recruit immediately of any changes to the Remuneration; and
  - d) pay the Introduction Fee, to be calculated in accordance with the provisions of this clause.
- 3.2 Payment of the Introduction Fee shall be made to Ethic Recruit by the Client within 30 days of the date of Ethic Recruit's invoice. Time for payment shall be of the essence. For temporary Introductions, payment shall be made to Ethic Recruit within 7 days of the date of invoice with invoices being issued after timesheet submission and authorisation.
- 3.3 The Introduction Fee is calculated in accordance with the Rate Card in section 8.1 based on the Remuneration applicable during the first 12 months of the Engagement.
- 3.4 Where prior to the commencement of the Engagement Ethic Recruit and the Client agree that the Engagement will be on the basis of a fixed term basis of less than 12 months, the Introduction Fee will apply pro-rata with an additional base fee of £1,000 + VAT. If the Engagement is (a) extended beyond the initial fixed term or (b) if the Client re-Engages the Applicant within 6 calendar months from the date of termination of the first or any subsequent Engagement, then the Client shall be liable to pay a further 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 fee than the fee which would otherwise have applied under clause 3.3 had the Applicant first been Engaged for 12 months or more.
- 3.5 If the Client subsequently Engages the Applicant within the period of 12 calendar months from the date of (a) the Introduction, (b) the Client’s withdrawal of an offer of Engagement or (c) the Applicant’s rejection of an offer of an Engagement, (whichever is the later, then the full Introduction Fee calculated in accordance with clause 3.3 above becomes payable, unless the parties agree that the subsequent Engagement is for a fixed term of less than 12 months in which case clause 3.4 will apply.
- 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 VAT is charged at the standard rate on all fees.



- 3.8 Ethic Recruit reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.9 Where the actual Remuneration is not known Ethic Recruit 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 Applicant has been Engaged and with regard to any information supplied to Ethic Recruit by the Client and/or comparable positions in the market generally.
- 3.10 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it prior to the Applicant accepting the Engagement, the Client shall be liable to pay Ethic Recruit a Cancellation Fee of £1,000 + VAT.
- 3.11 In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by Ethic Recruit or within 12 months of leaving Ethic Recruit, the Client shall be liable to pay an Introduction Fee to Ethic Recruit calculated in accordance with clause 3.3.

#### **4. Introductions**

- 4.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Ethic Recruit which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Ethic Recruit's fee as set out in clause 3.3 with no entitlement to any refund.
- 4.2 In the event of there being any dispute regarding Applicant ownership and introduction between Ethic Recruit and any third party, preference will be given by the Client to that party who can provide Client specific written, signed and dated representation authorisation from the Applicant. In the event that all parties provide this information, the Client will liaise directly with the Applicant (who will make the decision on which party is to represent them to the Client).
- 4.3 An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Ethic Recruit, whether direct or indirect, within 6 months from the date of Ethic Recruit's Introduction.
- 4.4 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.3 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 4.5 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 12 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.3.



## 5. Suitability and References

- 5.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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 Applicant is willing to work in the position which the Client seeks to fill.
- 5.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 5.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) 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.
- 5.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 5.4 The Agency 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 Applicant for the Applicant to work in the position which the Client seeks to fill.
- 5.5 Notwithstanding clauses 5.1, 5.2, 5.3 and 5.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 5.6 To enable the Agency to comply with its obligations under clauses 5.1, 5.2, 5.3 and 5.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant 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 Applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

## 6. Liability

- 6.1 While every effort is made by Ethic Recruit to provide satisfaction to the Client by ensuring a reasonable standard of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, Ethic Recruit is not liable for any loss, expense, damage or delay or claim, whether direct, indirect or consequential, arising from the provision of services by Ethic Recruit, for any failure to



provide any Temporary Worker, or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, Ethic Recruit does not exclude liability for death or personal injury arising from its own negligence.

- 6.2 Any liability which Ethic Recruit may have in connection with any Engagement is limited to a sum not exceeding the fees paid or due to Ethic Recruit by the Client pursuant to the Rate Card (or otherwise) for the relevant Engagement.
- 6.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Ethic Recruit set out in these T&Cs are reasonable and reflected in the fees payable to Ethic Recruit.

## 7. Rebate

- 7.1 The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
- 7.2 Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.
- 7.3 There will be no refund where the Applicant leaves after the 12th week of the Engagement.
- 7.4 In the event of the Client cancelling the Engagement after an offer of an Engagement has been made to the Applicant the minimum fee specified in clause 3.10 shall become payable, which shall be £1,000 plus VAT.
- 7.5 The Rebate Policy will not apply in any of the following circumstances
  - (i) the Client has failed to notify Ethic Recruit within 60 working days of an Applicant leaving;
  - (ii) the Client has fees which are overdue for other Engagements
  - (iii) changes to work location and/or specification
  - (iv) redundancy
  - (v) inadequate training or support
  - (vi) if the Client fails to notify Ethic Recruit as agreed in clause 3.1 above.

| <b>Rebate Card</b>        |             |
|---------------------------|-------------|
| Number of completed weeks | % Of Rebate |
| 0-1                       | 92.31       |
| 1-2                       | 84.62       |
| 2-3                       | 76.93       |
| 3-4                       | 69.24       |
| 4-5                       | 61.55       |
| 5-6                       | 53.86       |
| 6-7                       | 46.17       |
| 7-8                       | 38.48       |
| 8-9                       | 30.79       |
| 9-10                      | 23.10       |
| 10-11                     | 15.41       |
| 11-12                     | 7.72        |



## 8. Scale of Fees

8.1 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to the following:

| Rate Card         |                   |
|-------------------|-------------------|
| Remuneration      | % Of Remuneration |
| £22,000 or below  | 17.50             |
| £22,001 - £59,999 | 15.00             |
| £60,000 or above  | 13.50             |

8.2 Part-time positions will be charged on the full-time equivalent remuneration, multiplied by the percentage pro-rated according to timetable, plus VAT; and a base fee of £1,000 plus VAT. For example, an Applicant working a 0.6 timetable on £23,000 per annum, the fee will be  $(£23,000 \times 15\%) \times 0.6 + £1,000 = £3,070$  plus VAT.

8.3 Fixed term positions will be in accordance with clause 3.4 and charged on the full-time equivalent remuneration, multiplied by the fraction pro-rated timescale, plus VAT; and a base fee of £1,000 plus VAT. Please note a minimum of 4-month contract is required for a Fixed Term contract. For example an Applicant working 4 months on £24,000 per annum, the fee will be  $(£24,000 \times 15\%) \times (4/12) + £1,000 = £2,200$  plus VAT.

8.4 These charges are applied to the remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee.

## 9. Other

9.1 Ethic Recruit may send Clients prospect CVs from time to time e.g. of potential Applicants that are available for work in a client's area. These are not introduced or supplied ready for work (and a Client must always contact Ethic Recruit before hiring such a person and only after Ethic Recruit has provided confirmation of vetting, suitability and right to work.

9.2 Ethic Recruit is committed to safeguarding and promoting the welfare of children and young people and expects all of its staff and clients to share this commitment.

9.3 If after the commencement of an Engagement or prior to Supply, the Client becomes aware (i) of any issues relating to the suitability of an Applicant working with under 18's or vulnerable adults it will notify Ethic Recruit's designated person for child protection issues immediately and provide adequate information so that Ethic Recruit may take appropriate action and provide any assistance to the Client that is necessary (ii) that in the case of temp, that an Applicant is unsatisfactory then it will notify Ethic Recruit immediately and agree a course of action e.g. termination or rectification of the problem or supply of a replacement.

9.4 Ethic Recruit is a forward-thinking Company, we are always looking for ways to improve our service, we are happy to receive positive and negative feedback at all times. Ethic Recruit take any complaints most seriously and follow a strict complaints procedure.

## 10. Governing Law and Jurisdiction

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