

Terms & Conditions of Business for the introduction of applicants to be directly engaged by the client



1. In these terms the following definitions apply:-
“**Agency**” means Grads Choice Ltd, company registration number 8280821.
“**Applicant**” means the person introduced by the Agency to the client for the purpose of a permanent or fixed term position with the Client.
“**Client**” means the person, firm or corporate body together with any subsidiary or associated company to whom the Applicant is introduced.
“**Engagement**” means the engagement, employment or use of the Applicant by the Client, or any third party to whom the Client has introduced the Applicant, on a permanent, temporary or contract basis.
“**Introduction**” means the interviewing of an Applicant, in person, by telephone or any other communication protocol.
“**Remuneration**” means basic salary and any guaranteed payments. Where a company car is included £3 000 will be added to the salary for the purpose of calculating any contract fee.
2. These Terms shall be deemed to be accepted by the Client by arrangement of an interview of an Applicant or the engagement of an Applicant.
3. These Terms prevail over any other Terms unless otherwise agreed in writing.
4. Any variation or alteration of these Terms must be approved, in writing by the Agency.
5. When introducing an Applicant for permanent or fixed term contracts the Agency is operating as an employment agency.
6. The Agency shall endeavour to ensure the suitability of an Applicant introduced to the Client but makes no warranty, expressed or implied as to the suitability of any Applicant prior to their engagement.
7. The Client undertakes to provide the Agency with details of the position which the Client seeks to fill, including, but not limited to:- the nature of the business and the position; the type of work to be carried out; the commencement date; the location of work; the hours of work; the experience, training and qualifications which the Client considers necessary (or which are required by law or by any professional body) for the Applicant to possess in order to carry out the role; the minimum remuneration; intervals of payment; any other benefits offered; the length of notice that the Applicant would be required to give or entitled to; any risks to health and safety.
8. The Client is responsible for satisfying itself that the Applicant is suitable for the position.
9. The Agency will only take up references if expressly requested, in writing, by the Client. It is recommended that Clients take up references before engagement.
10. The Client agrees to notify the Agency immediately any offer of an Engagement which it makes to an Applicant.
11. An Introduction fee shall be incurred on the first day the Applicant commences an Engagement with the Client. An Introduction fee shall be payable whether or not the Client knew of the Applicant previously.
12. The Introduction fee for a permanent Engagement is 8% of gross annual Remuneration plus VAT.
13. If the Engagement is for a fixed term of less than 12 months the fee payable will be 15% of the equivalent first year’s gross annual Remuneration package pro rata, + VAT . In the event the Applicant does not complete the period of the fixed term Engagement no refund is payable.



14. If the Client wishes to extend a fixed term Engagement a further fee will be payable as outlined in condition 13.
15. If the Client wishes to extend the fixed term Engagement to a permanent Engagement a further fee will be payable as outlined in condition 12. In this instance the refund outlined in condition 19 shall not apply.
16. If the Client continues to Engage the Applicant (whether permanently, on contract or on a temporary basis, whether directly or via any third party) within 6 months after the last fixed term contract has been completed, the Agency will charge the appropriate Introduction fee in line with conditions 12 or 13.
17. In the event of the Applicant being Engaged by the Client or an associated Company, whether facilitated directly or indirectly by either the Client or the Applicant, within 6 months of the arrangement of an interview a fee will be payable in line with condition 12.
18. All monies due shall be paid by the Client within 7 days of the date of invoice, failure to do so will result in the refund guarantee being forfeited. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 5% per annum above the Bank of England base rate.
19. In the event that a permanent Engagement terminates within twelve weeks of the date of commencement (except where the Applicant is made redundant) and providing that the Client has notified the Agency in writing within 7 days of termination and has settled all monies, the Client shall receive a credit against the fee as below:-

Up to 2 weeks service	100% refund
Between 2 and 4 weeks service	80% refund
Between 4 and 6 weeks service	60% refund
Between 6 and 8 weeks service	40% refund
Between 8 and 12 weeks service	20% refund
20. If the Client Introduces the Applicant to a third party resulting in the Engagement of the Applicant by that third party within 6 months from an interview, a fee shall be payable. In this instance the refund outlined in condition 19 shall not apply.
21. The Agency shall not be liable to the Client for any loss, liability, delay, compensation, damage, costs or expenses suffered by the Client arising from the Engagement of any Applicant or by the failure of the Agency to introduce any Applicant, however so arising.
22. Failure or delay by the Agency in enforcing or partially enforcing any condition of these Terms is not a waiver by the Agency of any of its rights.