

**TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF STAFF
TO BE DIRECTLY EMPLOYED BY CLIENTS (PERMANENT STAFF)**

- 1 These terms and conditions of business are between A4 Plus Drawing Services Limited (hereinafter called "The Employment Agency") and **enter client** of **Address** (hereinafter called "The Client") and are deemed to be accepted by The Client, to the exclusion of The Client's conditions and any other conditions of trade, by virtue of an interview or the engagement (which term includes employment or use, whether under a Contract of Service or for Services, or under any Employment Agency, Licensee, Franchise or Partnership agreement) of a candidate introduced by The Employment Agency. 'Introduction' means 'The Client's interview of a candidate in person or by the telephone, following The Client's instruction to The Employment Agency to search for a candidate; or the passing of a curriculum vitae or other information which identifies the candidate and which leads to an Engagement of that candidate by The Client.' "Engagement" means the engagement, employment or use of a candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an Employment Agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the candidate is an officer or employee.
- 2 The Client agrees:
 - (a) To notify The Employment Agency when an offer has been made to a candidate and also when an offer is accepted.
 - (b) To pay the fees of The Employment Agency within 14 days from date of invoice.
- 3 The fees payable to The Employment Agency by The Client for the introduction of a candidate is calculated at 15% of the annual commencing gross taxable pay and taxable emoluments payable by The Client to the candidate. VAT will be charged in addition to the fee.
- 4 Should the relevant employment terminate before the expiry of 12 weeks, the fee will be rebated in accordance with the accompanying Scale of Rebate, provided that The Client notifies The Employment Agency in writing immediately of the termination of employment and The Employment Agency has received in full, as cleared funds, The Employment Agency's fee. Should The Client or any subsidiary or associated Company of The Client subsequently re-engage the candidate, within the period of 3 calendar months from the date of termination, a full fee in accordance with paragraph 3 above becomes payable (with no entitlement to a refund).

SCALE OF REBATES

Up to 2 weeks of employment:	100% Refund of Fee
Up to 4 weeks of employment:	80% Refund of Fee
Up to 8 weeks of employment:	50% Refund of Fee
Up to 12 weeks of employment:	30% Refund of Fee

- 5 Accounts shall be paid within fourteen days from the date on the invoice. By placing an order with the Supplier, written or otherwise, the Client acknowledges that failure to comply with Suppliers payment terms will result in a cessation of service and an administration fee. Also, interest will be charged at 8% over the Bank of England published Bank rate. Interest will accrue on a daily balance basis from the due date of the invoice until the date of payment but will be calculated and invoiced to the Client account at the end of each month. Interest charges are in line with UK legislation under the EU Directive for the regulation of Commercial Debt.
- 6 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding a candidate introduced by the Employment Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Employment Agency's fee as set out in clause 3 with no entitlement to any refund. An introduction fee calculated in accordance with clause 3 will also be charged in relation to any candidate engaged as a consequence of or resulting from an introduction by or through the Employment Agency, whether direct or indirect, within 6 months from the date of the Employment Agency's Introduction. The Employment Agency shall submit its invoice upon the candidate's acceptance of the position.
- 7 An introduction fee calculated in accordance with paragraph 3 of these terms will be charged in relation to any candidate engaged as a consequence of or resulting from an Introduction by or through The Employment Agency, even though the introduction may be made indirectly. The Employment Agency shall submit its invoice upon the candidate's acceptance of the position.
- 8 The Employment Agency 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. At the same time as proposing a Candidate to the Client the Employment Agency shall inform the Client of such matters 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 Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five business days and such information has already been given to the Client.
 - 8.1 The Employment Agency 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.
 - 8.2 The Employment 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 Candidate for the Candidate to work in the position which the Client seeks to fill.
 - 8.3 Notwithstanding this clause 8 the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Employment 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 Candidate is engaged to work.
 - 8.4 To enable the Employment Agency to comply with its obligations under clause 8 the Client undertakes to provide to the Employment Agency 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.
 - 8.5 The Employment 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 Employment Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Employment Agency to introduce any Applicant. For the avoidance of doubt, the Employment Agency does not exclude liability for death or personal injury arising from its own negligence.
- 9 No variation can be made to these terms without the written consent of a director of The Employment Agency.
- 10 Any rights and/or remedial vesting in or attaching to The Employment Agency by virtue of or arising out of these Terms of Business shall be in addition to any statutory or common law rights and/or remedies and not substitution thereof or derogation thereof. These conditions shall be governed by and construed according to the law of England.