

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF

(TO BE DIRECTLY ENGAGED BY THE CLIENT)



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THE PARTIES

(1) YourRecruit Group Limited (registered company no.10080197) and YourRecruit Ltd (registered company number 07364602) of Head Office, Quadrant House, 61/65 Croydon Road, Caterham, Surrey, CR3 6PB (“the Agency”).

(2) Limited (registered company no). trading as of [address – see Note 1]

(“the Client”) to whom the Candidate or Replacement Candidate is Introduced. For the avoidance of doubt the Hirer shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate or Replacement Candidate is Introduced. [see Note 2]

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

| | |
|------------------------|--|
| “Cancellation Fee” | means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 3.9; |
| “Candidate” | means the person Introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff; |
| “Data Protection Laws” | means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data; |
| “Engagement” | means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly; |
| “Exclusivity Term” | means the period commencing on the Commencement Date and during which these Terms shall remain in force; |
| “Introduction” | means (i) the passing to the Client of a curriculum vitæ or information which identifies the Candidate or (ii) the Client’s interview of a Candidate (in person, by telephone, digitally or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly; |

| | |
|--------------------------------|--|
| “Introduction Fee” | means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement; |
| “Losses” | means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; |
| “Remuneration” | 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 Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount of £3,000 will be added to the salary in order to calculate the Agency’s fee; |
| “Replacement Candidate” | means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 10 weeks of the Engagement if using our classic service or 6 weeks if paying a reduced fees; |
| “Retainer Fee” | means the fee payable by the Client as set out in clause 3.2; |
| “Vulnerable Person” | means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen. |

- 1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These terms of business and the attached Schedule(s) (“the Terms”) constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) 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 a Director of the Agency 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. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when introducing Candidates to the Client for direct Engagement by that Client.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees to:
 - 3.1.1. notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.2. notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
 - 3.1.3. pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.2.
- 3.2. The Introduction Fee calculated in accordance with clause 3.3 below is payable if the Client Engages the Candidate 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 Candidate’s rejection of an offer of an Engagement, (whichever is the later).
 - 3.2.1 The Introduction Fee shall be payable within 30 days of the date of the Agency’s invoice which shall be rendered once the Candidate commences the Engagement. In the instance of a reduced fee being charged our payments terms will be reduced to 7 days. If the reduced payment is not received during this period a revised invoice for the standard fee will be raised and sent for payment within the standard 30-day payment period.

- 3.3.** The Introduction Fee is calculated in accordance with the attached Fee Structure Schedule based on the Remuneration applicable during the first 12 months of the Engagement.
- 3.4.** Where the actual Remuneration is not known, the Agency 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 Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 3.5.** Where prior to the commencement of the Engagement the Agency and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 calendar months from the date of termination of the agreed period of the fixed term 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 sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.
- 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.** The Agency 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.** If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Agency a Cancellation Fee of £500 plus VAT.
- 3.10.** In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency [or within 6 months of leaving the Agency], the Client shall be liable to pay the Agency a fee equivalent to the Introduction Fee calculated in accordance with clause 3.3. For the avoidance of doubt, the Client shall not be entitled to a refund for any fee due under this clause 3.10 in any circumstances.

4. REFUNDS

- 4.1.** If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 10 weeks if using our Classic Service, or before the expiry of 6 weeks if paying a reduced fee, from the date of commencement of the Engagement; then subject to the terms of clause 4.2 the Agency will refund the Introduction Fee in accordance with the accompanying Scale of Refunds set out in the Schedule attached to these Terms.
- 4.2.** In order to qualify for the refund set out in clause 4.1:
 - 4.2.1.** the Client must comply with the provisions of clause 3.1 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement; and
 - 4.2.2.** the Client must exclusively give the Agency 4 weeks from the date of the notice of non-commencement or termination in which to find one suitable Replacement Candidate based on the original specification given for the position the Client is seeking to fill. If after 4 weeks from the date of the notice no suitable Replacement Candidate can be found, or if the Replacement Candidate's Engagement is terminated before the expiry of 10 weeks from the date of commencement of the Replacement Candidate's Engagement the Client will then be eligible for a refund, subject to the rest of clause 4.
- 4.3.** For the purposes of clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 4.4.** In circumstances where clause 3.5 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.
- 4.5.** 4.5. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 6 calendar months from the date of termination, then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

5. INTRODUCTIONS TO THIRD PARTIES

Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a **"Third Party Introduction"**. If that Third Party Introduction results in an Engagement of the Candidate by the third party within 6 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee calculated in accordance with clause 3.3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

6. SUITABILITY CHECKS

- 6.1.** The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- 6.1.1.** ensure that it would not be detrimental to the interests of either the Client or the Candidate;
 - 6.1.2.** ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;
 - 6.1.3.** confirm that the Candidate is willing to work in the position;
- 6.2.** Notwithstanding clause 6.1 the Client must satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- 6.2.1.** taking up any references provided by the Candidate before Engaging the Candidate;
 - 6.2.2.** checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 6.2.3.** the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
 - 6.2.4.** satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 6.3.** To enable the Agency to comply with its obligations under clause 6.1 above the Client undertakes to provide the Agency full details of the position which the Client seeks to fill, including the following:
- 6.3.1.** the type of work that the Candidate would be required to do;
 - 6.3.2.** the location and hours of work;
 - 6.3.3.** 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;
 - 6.3.4.** any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 6.3.5.** the date the Client requires the Candidate to commence the Engagement;
 - 6.3.6.** the duration or likely duration of the Engagement;
 - 6.3.7.** the minimum rate of Remuneration, expenses and any other benefits that would be offered;
 - 6.3.8.** the intervals of payment of Remuneration; and
 - 6.3.9.** the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 6.4.** Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Agency shall, in addition to the obligations in clause 6.1, take reasonably practicable steps to:
- 6.4.1.** obtain confirmation of the Candidate's identity;
 - 6.4.2.** obtain confirmation 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
 - 6.4.3.** obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

7. INFORMATION TO BE PROVIDED

When the Agency Introduces a Candidate to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 6.1 [and in the case of a position which involves working with Vulnerable Persons the matters in clause 6.4]. 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, with the exception of where the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

8. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

9. LIABILITY

- 9.1. The 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 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 Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 9.2. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of, these Terms by the Client.

10. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

11. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

12. GOVERNING LAW AND JURISDICTION

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

13. FORCE MAJEURE

The agency shall not be liable to the Client in respect of failure to provide the Services or other matter that may constitute breach of these Terms arising by reason of force majeure, namely circumstances beyond our control which shall include, but shall not be limited to, unavailability of Job Boards or any third party media, acts of God, strikes, fire, flood, drought, explosion, sabotage, accident, embargo, telecommunications and utilities failure, riot, civil commotion, terrorism, acts of local government and parliamentary authority, breakdown of plant or machinery or software or death of royalty.

.....
Signed for and on behalf of the Client

.....
Name

I confirm I am authorised to sign these Terms for and on behalf of the Client

.....
Date

SCHEDULE 1: SERVICES

1. YOURCHOICE VALUE SERVICE

Provision of YourChoice Value Service and in addition those set out below.

- 1.1** Provision of recruitment management services, being:
 - 1.1.1** selection of Applicants will be proposed from the Agency’s database of Applicants and other sources.
 - 1.1.2** full screening of Applicants (whether responding to an Advert or from an existing database) by the Agency by telephone interview.
 - 1.1.3** if requested, obtaining up to two references and evidence of Applicant’s eligibility to work in the United Kingdom.
 - 1.1.4** making arrangements with the Applicant for Client interview, preparation of the Applicant for interview and co-ordinate and notification of the arrangements to the Client; and
 - 1.1.5** preparation and sending of rejection notifications for unsuccessful Applicants.
 - 1.1.6** flat fee of *8.5% + VAT (minimum fee of £1000.00 + VAT). *Must have sole agency agreed with the client for a period of 2 weeks after which time if a dual agency agreement is procured our fee will increase to 12% plus VAT for a successful placement.
 - 1.1.7** this service can only be used for vacancies paying up to £20,000 per annum. When calculating the annual salary any pay rise following a probationary period or bonus payment will be included in the calculation.

2. YOURCHOICE CLASSIC SERVICE

- 2.1** Provision of full recruitment service, being:
 - 2.1.1** client visit (if reasonably practicable) or if preferred telephone/email contact;
 - 2.1.2** in addition to telephone interview for shortlisting, full person interview, if this is not appropriate a digital interview will take it’s place, utilising the Agency’s proprietary competency based questions, with results made available upon request;
 - 2.1.3** upon request, candidates can be skills checked using proprietary testing software and, in relation to specific software applications identified by the Client (subject to availability of such package or payment of reasonable additional cost by the Client) , with results made available upon request; and
 - 2.1.4** assistance with negotiation of salary and benefits.

SCHEDULE 2: FEES

3. FEES AND VARIATION

- 3.1** The Fees in respect of the Services shall be as set out in this Schedule.
- 3.2** The Agency reserves the right to vary the Fees by written notice to the Client, which will take effect for any Orders not submitted at the date of service of the notice.

YourChoice Value

- 3.3** Fees based upon acceptance by the Client (or in certain circumstances set out in Schedule 3 and Schedule 4, a third party) of an Applicant for an Engagement.
- 3.4** Fees in respect of permanent and contract Engagements will be calculated in accordance with the table below and paragraph 1 of Part 1 of Schedule 3 (subject to a minimum of £1000.00 plus VAT). To qualify for this service, you will need to agree to sole agency for period of 2 weeks. After this period if another agency services are procured then a fee of 12% plus VAT will apply. The rebate will remain in accordance with the scale set out in 4.7.

| Annual Remuneration | Fee (percentage of Remuneration plus VAT) |
|------------------------|---|
| Salaries up to £20,000 | 8.5% |

- 3.5** All Fees will be payable within 7 days of the invoice date.
- 3.6** Suitable for vacancies paying £20,000 and under per annum.
- 3.7** The Client hereby acknowledges that such rates are a discounted rate specific to YourChoice Value Services and are dependent upon payment of the invoice by the due date. If the invoice is not settled by such date then, without limiting any other rights of the Agency pursuant to this Agreement or at law, the Agency reserves the right to increase the percentage rate of the Fee to 12% of the annual Remuneration (plus VAT) and to submit a replacement or supplementary invoice (payable within 30 days) in respect of the increased Fee.
- 3.8** Fees may be eligible to a partial refund in the case of an Engagement being terminated within four weeks of the start of the Engagement on the terms of paragraph 2 of part 1 of Schedule 3. We do offer a free replacement candidate on a like for like basis within the first 4 weeks if the initial candidate proves to be unsuccessful.

YourChoice Classic*

*This service cannot be used in conjunction with any special offer or reduced rates unless specifically agreed. In the case of reduced fees, rebate and payment terms will vary.

- 3.9** Fees based upon acceptance by the Client (or in certain circumstances set out in Schedule 3 and Schedule 4, a third party) of an Applicant for an Engagement, on either the terms of Part 1 of Schedule 3 (contract and permanent Engagements) or Part 2 of Schedule 3 (temporary Engagements).
- 3.10** Fees in respect of permanent and contract Engagements will be calculated in accordance with the table below and paragraph 1 of Part 1 of Schedule 3 and Fees in respect of temporary Engagements will be calculated in accordance with the provisions of Part 2 of Schedule 3.

| Annual Remuneration | Fee (percentage of Remuneration plus VAT) |
|---------------------|---|
| £0 - £20,000 | 15% |
| £20,001 - £25,000 | 18% |
| £25,001 - £30,000 | 20% |
| £30,001 - £50,000 | 22% |
| £50,001+ | 25% |

- 3.11** All Fees will be payable within 30 days of the invoice date unless a reduced fee has been agreed between the Agency and Client, at which time a 7 day payment period will apply.
- 3.12** Fees may be eligible to a refund in the case of an Engagement being terminated within the first 10 weeks of the start of the Engagement on the terms of paragraph 2 of part 1 of Schedule 3. Discounted fees automatically have a reduced refund period of 6 weeks. If the invoice is not paid within the agreed payment period (this will either be 7 days for a discounted invoice or 30 days for full terms of business invoice), the refund period will be forfeited.

4. REFUND SCHEDULE

- 4.1** The following scale of refund only applies in the event that the Client complies with the provisions of paragraph 2 of Part 1 of Schedule 3.
- 4.2** Where the Applicant leaves during the first ten weeks of the Engagement made pursuant to the YourChoice Classic Recruitment Service, 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 Part 1 of Schedule 3.

| Week in which the Applicant leaves | % of introduction fee refunded |
|------------------------------------|--------------------------------|
| 1 | 100% |
| 2 | 90% |
| 3 | 80% |
| 4 | 70% |
| 5 | 60% |
| 6 | 50% |
| 7 | 40% |
| 8 | 30% |
| 9 | 20% |
| 10 | 10% |

- 4.3** Where discounted terms are agreed between the Agency and Client for our YourChoice Classic Recruitment Service, a reduced payment term of 7 days will be applied. Rebate terms will automatically reduce to 6 weeks (sliding scale as below)

| Week in which the Applicant leaves | % of introduction fee refunded |
|------------------------------------|--------------------------------|
| 1 | 100% |
| 2 | 80% |
| 3 | 60% |
| 4 | 40% |
| 5 | 20% |
| 6 | 10% |

- 4.4** In the case of a contract placement being under 12 months, a pro-rata refund period will apply

- 4.5** There will be no refund where the Applicant leaves during or after:

4.5.1 The 5th week of the Engagement in the case of YourChoice Value; or

4.5.2 The 11th week of the Engagement in the case of YourChoice Classic; or

4.5.3 The 7th week of the engagement in the case of reduced rates on the YourChoice Classic service.

- 4.6** In the case of YourChoice Value the following rebate period applies.

- 4.7** Where the Applicant leaves during the first four weeks of the Engagement made pursuant to the YourChoice Value Recruitment Service, 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 Part 1 of Schedule 3.

| Week in which the Applicant leaves | % of introduction fee refunded |
|------------------------------------|--------------------------------|
| 1 | 100% |
| 2 | 75% |
| 3 | 50% |
| 4 | 25% |

SCHEDULE 3: ADDITIONAL TERMS FOR YOURCHOICE VALUE AND YOURCHOICE CLASSIC

PART 1 – PERMANENT/CONTRACT TERMS OF BUSINESS

1. NOTIFICATION AND FEES

- 1.1** The Client agrees:

1.1.1 to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant; and

1.1.2 to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency;

- 1.2** Except in the circumstances set out in paragraph 3 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

- 1.3** The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure set out in Schedule 2, calculated on the Remuneration applicable during the first 12 months of the Engagement.

- 1.4** In the event that the Engagement is for a fixed term of less than 12 months, the Fee will apply pro-rata to the fixed period. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further Fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

- 1.5** If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of an offer, a full Fee becomes payable.

2. REFUNDS

- 2.1** In order to qualify for a refund, the Client must pay the Agency's fee within the agreed payment terms of the date of invoice in the case of YourChoice Value and 30 days of the date of the invoice in the case of YourChoice Classic (unless a reduced fee was agreed than payment terms will be 7 days) and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination
- 2.2** If the Engagement terminates before the expiry of:
- 2.2.1** in the case of Fees arising from YourChoice Value Services, 4 weeks; or
 - 2.2.2** in the case of Fees arising from any other Services, 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the Fee will be refunded in accordance with the Scale of Refund set out in Schedule 3 above.
- 2.3** In circumstances where paragraph 1.5 applies the full Fee stated is payable and there shall be no entitlement to a refund.

3. CANCELLATION FEE

If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, in the case of YourChoice Value and YourChoice Classic the Client shall be liable to pay the Agency a minimum fee of £500 plus VAT.

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 the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the full Agency's Fee as if the Engagement had been with the Client and with no entitlement to any refund.
- 4.2** A Fee will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 4.3** Where the amount of the actual Remuneration is not known, the Agency will charge a Fee 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.

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** In addition to any information required pursuant to any other provision of these Terms, at the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in paragraph 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 5 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.

6. SPECIAL SITUATIONS

- 6.1** Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.