

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT

STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

1 DEFINITIONS

1.1 In these Terms of Business, the following definitions apply:

“Applicant”	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff.
“Client”	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced.
“Agency”	means Workweeks Group Ltd, company number 11934051.
“Engagement”	means the engagement, employment, or use of the Applicant by the Client or any third party 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; directly or through a limited company of which the Applicant is an officer or employee
“Introduction”	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.
“Remuneration”	includes base salary or fees, car allowance or company car (assumed cost an annual amount of £4,000) guaranteed bonus and commission earnings, allowances, inducement payments, 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.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2 THE CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant 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 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 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.

3 NOTIFICATION AND FEES

3.1 The Client agrees:

3.1.1 To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant.

3.1.2 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 within the details terms of invoice; and

3.1.3 To pay the Agency's fee within 1 week of the date of invoice and failure to do so will result in additional charges.

3.2 Except in the circumstances set out in clause 5.1 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.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 6% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date. Where the customer does not settle its debt with Workweeks within the terms agreed, Workweeks has the right to remove all discounts and revert to standard tariff. Standard tariff for placements are defined at the end of the document, title "Scale of Fees". For the avoidance of doubt all discounts are deemed to be a minimum of £350 per placement.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Scale of Fees set out in the schedule to these Terms of Business. VAT will be charged on the fee if applicable.

3.5 Our minimum fee on permanent placements for candidate sourcing is £350. This fee will be different according to how much the candidate is being offered.

3.6 Where the client offers candidate an hourly rate for work, the fee in this case will be calculated on the average weekly pay and multiply that with 52 weeks.

4 REFUNDS

4.1 Refunds are only applicable if the candidate sourced does not meet the requirement of the job role or criteria set out by the client before engagement.

4.2 Refunds on invoices are only applicable where the annual salary of the job is more than £45,000 a year. Where the annual salary is less, than the agency will only source new candidate, terms and conditions applied.

4.3 Where the candidate salary band is less then £45,000 annually, the agency will only source new candidate for the first 2 weeks for free, this is only if the candidate does not meet the requirement set out by the employer or in the event of no show.

4.4 Where the engagement time exceeds 2 weeks, the agency will not be liable to source new candidates without fee and the client agrees. However, this might be different if the agency and the client has different terms accepted via the applicable modes of communication such as email, text message or WhatsApp.

4.5 To qualify for the following refund or new candidate sourcing, the Client must pay the Agency's fee within 1 week of the date of invoice and must notify the Agency in writing of the termination of the Engagement if any, within 7 days of its termination.

4.6 If the Engagement terminates before the expiry of 4 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the

schedule to these Terms of Business upon client's request.

5 CANCELLATION FEE

- 5.1 If, after the offer of Engagement has been accepted by the Applicant, the Client decides for any reason not to proceed with the appointment prior to the Applicant starting work, the client shall be liable to pay the Agency 20% of the fee in clause.

6 INTRODUCTIONS

- 6.1 Introductions of Candidates are confidential. Where the Client discloses to a Third Party any details regarding a Candidate Introduced to the Client by the Employment Agency that Third Party subsequently Engages the Candidate within 2 weeks from the date of the Introduction, the Client shall pay the Employment Agency's fee as set out in clause 3.4 and there shall be no entitlement to any rebate or refund to the Client or to the Third Party.

- 6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged because of or resulting from an introduction by or through the Agency, whether direct or indirect, within 1 week from the date of the Agency's Introduction.

- 6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged about any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

7 SUITABILITY AND REFERENCES

- 7.1 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.

- 7.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 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.

- 7.3 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.

- 7.4 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.

- 7.5 Notwithstanding clauses 7.1,7.2,7.3 and 7.4 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 to it. 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.

- 7.6 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 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.

8 SPECIAL SITUATIONS

- 8.1 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.
- 8.2 Where there is a significant adverse change in the client's business which prevents the Employment Business from obtaining sufficient insurance cover over the clients account, the Employment Business may, at its option, insist on immediate payment to bring the account down to a level the Employment Business can obtain insurance on. In the absence of suitable security, the Employment Business can, where it is unable to get sufficient cover from its insurers, terminate credit/business or reduce credit/business to a level it is comfortable with.
- 8.3 For the avoidance of doubt, a fee will be due from the client if the agencies own staff are directly or indirectly introduced to the client by virtue of their employment with the agency, this fee will be calculated as per as the schedule of fees mentioned at the end of the terms.

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 an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence

10 LAW

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

Workweeks Draft