

**CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT AND/OR FIXED TERM CONTRACT STAFF.  
(Subject to the Conduct of Employment Agencies and Employment Businesses Regulations 2003)**

**1 Definitions**

In these Terms of Business, the following definitions apply:

**"Applicant"** means the person who is introduced by the Employment Agency to the Client for an engagement including any officer, employee or other representative of the Applicant if the Applicant is a corporate body;  
**"Charges"** means the charges payable to the Employment Agency by the Client as more particularly detailed in Clause 3;  
**"Client"** means the person, firm or corporate body requiring the services of the Applicant;  
**"Employment Agency"** means Talent Sauce Limited;  
**"Engagement"** means the engagement, employment or use of the Applicant directly by the Client, or any third party to whom the Applicant has been introduced by the Client or through any other employment business/agency on a permanent or temporary basis, whether under a contract of service or contract for services;  
**"Introduction"** means where the Client interviews the Applicant in person or by telephone following the Client's instruction to the Employment Agency or the Employment Agency passes the curriculum vitae of the Applicant or other information that would identify the Applicant to the Client;  
**"Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as may be amended from time to time);  
**"Remuneration"** includes basic salary, fees, guaranteed and/or bonus and commission earnings, benefit of any company car or car allowance, allowances, inducement payments, and all other payments taxable, (and, where applicable, non taxable) payable to or receivable by the Applicant for services provided to or on behalf of the Client;  
**"Vulnerable Person"** means any person by reason of age, infirmity, illness, disability or any other circumstances is in need of care or attention, and includes any person under the age of eighteen;

**2 The Terms**

2.1 These Terms shall apply to Introductions and the supply of Applicants to provide services to the Client and shall be deemed to be accepted by the Client by virtue of a request for, an introduction of or the engagement of an Applicant, or the passing by the Client of any information about an Applicant to any third party following an introduction.  
 2.2 No variation or alterations to these Terms shall be valid unless agreed in writing between the parties.  
 2.3 The Agency acts as an Employment Agency as defined in Section 13(2) of the Employment Agencies Act 1973

**3 Notification and Fees**

3.1 The Introduction Fee will be charged in relation to the Engagement of any Applicant as a consequence of or resulting from an Introduction, whether direct or indirect, within 6 months from the date of the Introduction.  
 3.2 The Client agrees to notify the Employment Agency within 24 hours of any offer of Engagement that it makes to an Applicant and within 24 hours of acceptance notify the Employment Agency when its offer of an Engagement to an Applicant has been accepted and to provide details of the Remuneration to the Employment Agency.  
 3.3 The Client agrees to pay the following fees to the Employment Agency within 30 days of the commencement of the Engagement. The fee shall be calculated as follows:-

|              |                             |       |
|--------------|-----------------------------|-------|
| Remuneration | £0 – £34,999 per annum      | 17.5% |
|              | £35,000 - £49,999 per annum | 20%   |
|              | £50,000 plus per annum      | 25%   |

3.4 The fees detailed at Clause 3.3 are exclusive of VAT. VAT will be charged as appropriate.  
 3.5 Where the amount of Remuneration is not known, the Employment Agency will charge an Introduction 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. All introductions are subject to a minimum fee of £5,000 plus VAT.  
 3.6 No rebates are payable unless agreed in writing and signed by the parties. If rebates are so agreed, no rebate will payable where the termination is as a result of (a) the Applicant being required to carry out duties not within the original job description advised for the position or (b) as a result of the Applicant's race, sex, colour, disability, ill health, injury, pregnancy, or being made redundant by the Client. Rebates will only be given provided that the Client has notified the Employment Agency in writing within 7 days of the termination of the Engagement and has paid the Employment Agency's fee within thirty (30) days of the date of invoice. The Employment Agency will pay the agreed rebate to the Client within the later of 30 days of receipt of payment of the invoice by the Client or 30 days after the date of notice.  
 3.7 Where the Applicant is engaged on the basis of a fixed term of less than 12 months the fee will be as per clause 3.3 pro rata. If the client extends the engagement beyond the initial term or re-engages the Applicant within 6 months from the date of termination of the engagement then the Client will be liable to pay a further introduction fee based on the additional remuneration application for the

extended period of any subsequent engagement subject to the client not paying a greater sum than the sum equal to the fee for a 12 month engagement.  
 3.8 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding the Applicant Introduced which results in an Engagement with that third party within six months of the Introduction renders the Client liable to payment of the Introduction Fee under this clause 3.  
 3.9 Where a Client makes an offer of employment to an Applicant which is accepted by the Applicant and that offer is subsequently withdrawn the Employment Agency may charge a **cancellation fee of 10% of the remuneration** offered to the Applicant.

**4 Suitability and References of Applicants**

4.1 The Client undertakes to provide the Employment Agency with details of the position which the client seeks to fill, including type of work; location, hours of work; the experience, training, qualifications, and any authorisations which the Client considers necessary or which are required by law or any professional body; any risks to health & safety known to the Client and what steps the Client has taken to prevent or control such risks; the date the Client requires the Applicant to commence 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 the Applicant would be entitled to give and receive to terminate the Engagement.  
 4.2 The Employment Agency shall use reasonable endeavours to ensure the suitability of any Applicant Introduced by confirming that it will not be detrimental to the interests of the Client or the Applicant to work in the position the Client seeks to fill and that the Applicant is willing to work in the position. The Employment Agency will take reasonable steps to ensure that the Client and the 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.  
 4.3 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, or by the Employment Agency before engaging the 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 examination and/or investigations into the medical history of the Applicant, and satisfying any medical and other requirements, qualifications, or permissions required by law of the country in which the Applicant is engaged to work.  
 4.4 Where the Applicant is introduced for a position which involves working with, caring for or attending a vulnerable person the Employment Agency shall use reasonable endeavours to obtain confirmation of the Applicants identity, that the Applicant has the required experience, training, qualifications and any authorisations which the Client considers necessary or which may be required by law or professional body and will use reasonable endeavours to obtain two references from persons who are not related to the Applicant. If the Agency has taken all reasonable steps to obtain such information and has been unable to do so fully it shall inform the client of the steps taken to obtain this information.

**5 Liability**

5.1 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 an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Employment Agency to introduce any Applicant.  
 5.2 The Employment Agency shall take all reasonable steps to ensure that it introduces suitable Applicants.  
 5.3 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.

**6 Interest on Late Payments**

6.1 The Employment Agency will charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

**7 Third Party Rights**

7.1 A person who is not a party to these Terms shall not derive the right to enforce any of the Clauses of these Terms by virtue of the Contractors (Rights of Third Parties) Act 1999.

**8 Entire Agreement**

8.1 This Agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes any and all other previous agreements, arrangements and or understandings (whether written or oral) between the parties in relation to its subject matter.

**9 Law**

9.1 These Terms are governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

**Authorised Signatory:**

**Authorised Signatory:**

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**Print Name:**                      **Date:**  
**For and on behalf of:** Talent Sauce Limited

**Print Name:**                      **Date:**  
**For and on behalf of:**