

Terms of business for the introduction of permanent or fixed term contract staff

1. Definitions

1.1. In these Terms the following definitions apply:

“Agency”	Harris Hill Limited (registered company no. 04112164) of 1 -2 Paris Garden, London, SE1 8ND (“the Agency”).
“Candidate”	means the person Introduced by the Agency to the Client 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;
“Client”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced;
“Confidential Information”	means information (whether or not recorded in documentary form, or stored on any magnetic or optical disc or memory) referring to the business, clients, customers, products, affairs and finances of the parties to this Agreement and includes trade secrets, technical data and know-how relating to the business of the parties or any of their business contacts.
“Data Protection Laws”	means (1) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws regulations and secondary legislation as amended or updated from time to time in the UK; (2) any successor legislation to the GDPR or the Data Protection Act 2018.
“Engagement”	means the employment or use of the Candidate by the Client (or by any third party to whom any details about the Candidate have been passed by the Client), on a permanent or temporary basis, and 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;

“Introduction”

means (1) where the agency passes to the Client a curriculum vitae or other information which identifies the Candidate or (2) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and “Introduces” “Introducing” and “Introduced” shall be construed accordingly;

“Fee”

means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;

“Remuneration”

means the taxable emoluments payable to the Candidate by the Client or any third party during the first year of employment or use;

“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 (**“the Terms”**) constitute the contract between the Agency and the Client for the supply of permanent or contract staff to be engaged directly by the Client and are deemed to be accepted by the Client on the Introduction of a Candidate.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by 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 agreed by both Agency and Client, set out in writing and dated.
- 2.4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing a Candidate to the Client.

3. Notification and fees

- 3.1. The Client agrees to:
 - 3.1.1. notify the Agency immediately of any offer of Engagement which it or a third party makes to the Candidate;
 - 3.1.2. notify the Agency immediately its offer of an Engagement has been accepted by the Candidate 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 Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.6.
- 3.2. The Fee is calculated in accordance with the attached Schedule based on the Remuneration.
- 3.3. Where the actual Remuneration is not known, the Agency will charge a Fee calculated in accordance with clause 3.2 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.
- 3.4. Where prior to Engagement the Agency and the Client agree that the Engagement will be for a fixed term of less than 12 months, the Fee will be calculated pro rata to an annual fee. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within six 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 Introduction Fee calculated in accordance with 3.2, based on remuneration payable during (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 Fee than the Client would have been liable for under clause 3.2 had the Candidate first been Engaged for 12 months or more.
- 3.5. 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.
- 3.6. The Fee shall be payable within 30 days of the date of the Agency's invoice which shall be rendered on the date the Candidate commences the Engagement.
- 3.7. VAT is charged at the standard rate on the Fee.
- 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.

4. Refunds

- 4.1. If an Engagement is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 26 weeks from the date of commencement of the Engagement; then, subject to the terms of clause 4.2, the Agency will refund the Fee in accordance with the Scale of Refunds set out in the Schedule.
- 4.2. In order to qualify for the refund at clause 4.1, the Client must (1) pay the agency fees in accordance with clause 3.6. and (2) must notify the Agency in writing of the termination of the Engagement within seven days of its termination.
- 4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working including any period of garden leave.
- 4.4. This clause does not apply to Fees raised under clause 3.4.
- 4.5. If the Candidate is re-Engaged by the Client within a period of six months of the date of termination any refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of the Candidate.

5. Suitability checks

- 5.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client by taking reasonably practicable steps to
 - 5.1.1. ensure that the position would not be detrimental to the interests of either the Client or the Candidate;
 - 5.1.2. ensure that both the Client and Candidate are aware of any requirements of the position imposed by law or by any professional body; and
 - 5.1.3. confirm that the Candidate is willing to work in the position.
- 5.2. Notwithstanding clause 5.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
 - 5.2.1. taking up any references provided by the Candidate before Engaging the

Candidate;

- 5.2.2. 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;
- 5.2.3. the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- 5.2.4. satisfying any other requirements, qualifications or permissions required for the Candidate to work in the Engagement.
- 5.2.5. Providing the Agency with details about:
 - (1) whether the Engagement will involve the Candidate having contact with any Vulnerable Person;
 - (2) the location and hours of work;
 - (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;
 - (4) any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - (5) the date the Client requires the Candidate to commence the Engagement;
 - (6) the duration or likely duration of the Engagement;
 - (7) the minimum rate of Remuneration, expenses and any other benefits that would be offered;
 - (8) the intervals of payment of Remuneration; and
 - (9) the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 5.3. Where 5.2.5 (1) applies and the Agency is unable to obtain the Candidate's qualifications and/or two references, the Agency shall inform the Hirer of the steps it has taken to obtain those qualifications and references.

6. Confidentiality and Data Protection

- 6.1. All data relating to a Candidate is confidential and also subject to the Data Protection Laws. Such data is provided by the Agency 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 such data at all times.
- 6.2. Each party undertakes to the other to keep confidential all Confidential Information that the one discloses to the other and not to use such information except for the purposes of this agreement or in compliance with the Agency Workers Regulations ("AWR") (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint is made by any Candidate under the AWR).

7. Liability

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] 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.

8. Notices

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally by first class prepaid post or email 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. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post the second business day following posting and if by email, the business day after that email is sent.

9. 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.

10. 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 and Wales.

Signed for and on behalf of the Client

Print name:

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

Date: _____

Schedule: fee structure (clause 3.2)

Mainstream recruitment:	15% of Remuneration
Management recruitment:	18% of Remuneration
Senior executive recruitment:	20% of Remuneration

Scale of refunds (clause 4)

Week in which the Engagement terminates in accordance with clause 4.2	% of introduction fee refunded
1 – 4	100%
5 – 10	40%
11 – 26	10%