

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF TO BE DIRECTLY ENGAGED BY THE CLIENT

I. DEFINITIONS

I.1. In these Terms the following definitions apply:

“Agency” Mrs M Macritchie trading as Michelle Macritchie Associates (“the Agency”).

“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.

“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.

“Data Protection Laws” means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) or 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, 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;

“Introduction” means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) 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, 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.

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 supply 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.

3.1.3. pay the Introduction Fee, in accordance with the provisions of this clause 3, by the due date for payment in clause 3.5.

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 6 (six) 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).

3.3. The Introduction Fees applicable are 7.5% of the Candidates annual remuneration unless otherwise agreed.

3.4. 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.

3.5. The Introduction Fee shall be payable within 7 days of the date of the Agency’s invoice which shall be rendered once the Candidate commences the Engagement.

4. 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 in accordance with clause 3.

5. 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 always receiving and processing the data. 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.

6. 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 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.