



**TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT/FIXED TERM CANDIDATES FOR DIRECT ENGAGEMENT BY CLIENT  
STANDARD TERMS**

**YOUR ATTENTION IS DRAWN TO CLAUSE 10 WHICH CONTAINS PROVISIONS THAT LIMIT THE AGENCY'S LIABILITY UNDER THESE TERMS.**

**1. DEFINITIONS**

1.1. In these Terms the following definitions apply:

<b>"Agency"</b>	Network Consulting Group LTD (company no. 14407196) whose registered office address is ***** ***, ** * ** * ** *, ** ** *, ***** ** * ** *, who 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 and whose correspondence address for the purposes of clause 11 ('Notices') is: Network Consulting Group Ltd, ***** ** *, ***** ** *, ** ***** ** *, ***** ** * ** *.
<b>"Candidate"</b>	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.
<b>"Client"</b>	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.
<b>"Data Protection Laws"</b>	means all applicable data protection and privacy legislation, regulations and guidance, including the Data Protection Act 2018 and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), as amended from time to time, including any replacement or subordinate legislation.
<b>"Engagement"</b>	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 <b>"Engage"</b> , <b>"Engages"</b> and <b>"Engaged"</b> shall be construed accordingly.
<b>"Introduction"</b>	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 <b>"Introduces"</b> and <b>"Introduced"</b> shall be construed accordingly.
<b>"Introduction Fee"</b>	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement.
<b>"Remuneration"</b>	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 will be added to the salary in order to calculate the Introduction Fee.

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

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

1.4. Any phrase introduced by the terms **including**, **include**, or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**2. THE CONTRACT**

2.1. These terms 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 contain the entire agreement between the parties and will prevail over any other terms of business put forward by the Client. These Terms are deemed accepted by the Client on the earlier of (i) receipt by the Agency of the Client's acceptance of the Terms in writing (including by email), (ii) an Introduction or the Engagement of a Candidate, or (iii) the passing by the Client of any information about a Candidate to any third party following an Introduction. For the avoidance of doubt, the Client's acceptance of these Terms shall be as detailed in this clause 2.1 and will not require signature of a copy of these Terms by the Client.

2.2. No variation or alteration to these Terms shall be valid unless agreed and signed in writing by directors of each party.

**3. NOTIFICATION AND FEES**

3.1. The Client agrees to notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate and if such offer is accepted, the Client shall immediately notify the Agency of this and provide details to the Agency of the agreed Remuneration as well as any documentary evidence requested by the Agency.

3.2. The Introduction Fee calculated in accordance with clause 3.4 below is payable if the Client Engages the Candidate within the period of 12 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 Fee shall be payable within 14 days of the date of the Candidate's acceptance of the offer of Engagement, whether the offer is conditional or not. VAT is charged at the standard rate on all fees.

3.4. The Introduction Fee is calculated in accordance with the attached Fee Structure Schedule at Schedule 1 based on the Remuneration applicable during the first 12 months of the Engagement.

3.5. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 3.4 based on its determination of the Remuneration taking into account the market-rate remuneration applicable for the position in which the Candidate is Engaged and with regard to information supplied by the Client and/or comparable positions in the market generally.

3.6. Where prior to the commencement of the Engagement it is agreed 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 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 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 3.4 had the Candidate first been Engaged for 12 months or more.

3.7. Payments under these Terms shall be paid in full without set-off, counterclaim, deduction or withholding (other than as required by law).

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 is made to the Candidate, the Client withdraws it for any reason prior to its acceptance by the Candidate, the Client shall be liable to pay the Agency a cancellation fee of 50% of the Introduction Fee as if the Engagement had proceeded.

3.10. Where 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 3.4. 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 the case of redundancy) before the expiry of 8 weeks from the commencement of the Engagement; then subject to the terms of clause 4.2, the Agency will refund the Introduction Fee in accordance with the Scale of Refunds set out in Schedule 2 attached to these Terms.

4.2. To qualify for the refund in clause 4.1 the Client must comply with the provisions of clauses 3.1 and 3.3 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.

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 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. Where clause 3.6 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.

4.5. If after the Client receives a refund the Candidate is re-Engaged within a period of 6 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 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 pursuant to clause 3.4 (with no entitlement to a refund under clause 4 for the Candidate or third party).

#### 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 reasonable steps required, including to ensure that a Candidate is willing to work in the position and that a Candidate has requirements imposed by law or a professional body. Notwithstanding this, 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: taking up any references provided by the Candidate before Engaging the Candidate; 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; the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

6.2. To enable the Agency to comply with its obligations under clause 6.1 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 Candidate 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 Candidate to possess in order to work in the position; any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks; the date the Client requires the Candidate to commence the Engagement; the duration or likely duration of the Engagement; 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 Candidate would be entitled to give and receive to terminate their employment with the Client.

7. **INFORMATION TO BE PROVIDED.** When the Agency Introduces a Candidate to the Client it shall inform the Client that it has obtained information as required to fulfil its obligations under clause 6.1. 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 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 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 Data Protection Laws in receiving and processing the data at all times. In addition, information relating to the Agency's business must be kept confidential and not divulged to any third party, except information which is in the public domain.

9. **MARKETING.** The Client agrees and acknowledges that the Agency may, from time to time, use the Client's logo (and is hereby granted a non-exclusive licence to do so) and/or make reference to the Client in its marketing and/or promotional materials.

#### 10. LIABILITY

10.1. 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.

10.2. The Client shall indemnify the Agency against any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and fines including legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or 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.

11. **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, in the case of the Client, its registered office and, in the case of the Agency, to: Network Consulting Group Ltd, \*\*\*\*\* \*\*\*\*\* \*\* \* \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* or any other address that the party upon whom the notice is to be served has notified the other party in writing, or 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. For the avoidance of doubt, any notices sent to the Agency's registered office address shall not be deemed delivered.

12. **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.

13. **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.

**SCHEDULES TO TERMS****SCHEDULE 1: FEE STRUCTURE (Clause 3.4)**

<b>Remuneration Bands*</b>	<b>Introduction Fee %</b>
Up to £19,999	15%
£20,000 - £24,999	15%
£25,000 - £34,999	15%
£35,000+	15%

\*An additional £3,000 is added to the remuneration, for any permanent placements, contracts or self-employed engagements that include guaranteed commission/bonuses/vehicle/vehicle allowance or any other taxable allowances.

**SCHEDULE 2: SCALE OF REFUND (Clause 4.1)**

1. This scale of refund only applies where the Client complies with clauses 3.1, 3.3, 4.1 and 4.2 of these Terms.
2. Where the Candidate ceases working for the Client during the first 8 weeks of the Engagement (except where the Candidate is or will be made redundant) or fails to commence an Engagement, except in the circumstances set out in clause 3.10, a refund of the Introduction Fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1 and 4.2 of these Terms.

<b>Week in which the Engagement terminates in accordance with clause 4.3</b>	<b>% of Introduction Fee refunded</b>
Up to 1 Weeks (including non-commencement)	85%
1 - 2	75%
2 - 3	65%
3 - 4	45%
4 - 5	35%
5 - 6	25%
6 - 7	15%
7 - 8	10%

3. There will be no refund where the Candidate's Engagement is terminated (or the Engagement would have terminated but for any period of garden leave or payment in lieu of notice) during or after the 9<sup>th</sup> week of the Engagement.