

TERMS AND CONDITIONS OF BUSINESS

These terms and conditions between Hyperion Business Services (the trading brand of ARC Personnel Ltd hereinafter referred to as HBS) and an Employer Client (hereinafter referred to as the Client) are deemed to have been accepted once the Client has asked HBS to introduce a candidate for permanent employment or fixed term contract employment, or the Client has agreed to engage or make use of such a candidate in any position of employment or work. Introductions by HBS are confidential and made individually to a Client. The word "introduce" shall include without limitation the provision by HBS of any details whether oral or written of the candidate for permanent or fixed term contract work.

PERMANENT STAFF

1. The Client shall notify HBS immediately a candidate introduced by HBS is engaged.
2. On engagement of a candidate introduced by HBS the Client will be required to pay the appropriate introduction fee within 7 days of the date of HBS invoice.
3. If the Client, without notifying HBS, engages a candidate in any capacity within twelve months of the candidate being introduced by HBS, or if the Client or a member of the Client's staff refers a person introduced by HBS to some other person or body and that other person or body engages the candidate in any capacity whether Temporary, permanent or self-employed, the Client will be liable for an introduction fee for permanent staff at the prevailing rate based on the total first year's remuneration quoted by the client on the registration of the vacancy, without entitlement to a rebate. (Interest at the rate of 2% per calendar month or part thereof will be applied from the date of appointment until payment of the invoice without concession).
4. 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.
 - 4.1 The Client shall satisfy itself as to the suitability of the Applicant and The Client is responsible for the taking up of references as to the candidate's qualifications, capabilities, integrity, medical history, and suitability to obtain a work permit for the candidate wherever necessary.
 - 4.2 To enable the Agency to comply with its obligations under clauses 4, and 4.1 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 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. 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.
5. HBS can accept no liability whatsoever for any loss, damage costs or expenses howsoever caused which the Client may suffer or for which the Client may become liable arising out of or in connection with or as a result of the introduction to the Client or the engagement by the Client of a Candidate.

INTRODUCTION FEES

6. First year's remuneration includes all benefits that form part of the Gross taxable pay and the percentage fee payable is that which relates to the charge band in which the first year's remuneration falls, subject to the minimum fee stated below.
7. Where a car is provided the sum of £250 will be added to the first year's remuneration.

REMUNERATION INTRODUCTION FEE

Fees are agreed at 15% of the first year's basic salary.
Discounts will only be considered for payment within 7 days.

GUARANTEES OF SATISFACTION

8. In the event of a candidate leaving the Client's employment within 12 weeks of commencement for any reason other than through redundancy, provided that the Client informs HBS in writing of the fact within seven days of termination, and the invoice has been paid in accordance with clause 2, we shall endeavour to seek one replacement at no extra cost to the Client.
9. If we are unable to find a replacement, the Client shall receive a rebate against the fee paid by means of credit note against next invoice, which shall be calculated as a proportion of the introduction fee as follows:

- 1 - 4 weeks 50% Rebate
- 5 - 8 weeks 25% Rebate
- 9 - 12 weeks 10% Rebate

REBATE CONDITION

The above scale of refund only applies in the event that the Client complies with the provisions of clause 2 of these Terms of Business or where the client has agreed to comply with a variation of these terms already agreed in writing.

Terms of Business (recruitment) | 2009

THESE TERMS AND CONDITIONS OF BUSINESS ARE EFFECTIVE FROM May 2009.

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.

These terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client. 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.

VAT is payable on all charges at the prevailing rate.

HBS reserves the right to charge interest on all late payment of invoices raised from the date of the due invoice until the date of payment calculated at the rate of 2% per calendar month or part thereof.

If any employee or candidate introduction of HBS is engaged by the Client on a Temporary, Permanent or Self-employed basis these Terms of Business will apply and the Client will be liable to HBS for an introduction fee equivalent to the normal permanent fee.

These Terms are governed by the law of [England & Wales/ Scotland/ Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [England & Wales/Scotland/Northern Ireland].

To be signed by the client company

Signature

Name

Position

Company Name

Date

