

Terms and Conditions for Introduction of Staff

1. Definitions

1.1 In these Conditions the following expressions shall be given the following meanings:

"the Agency" – Orange Appointments Ltd, an employment agency is registered in England and Wales under Company number 09869605 whose registered office is at The Workplace, Star Lodge, Montpellier Drive, Cheltenham, GL50 1TY

"the Client" the client - any person, firm, company or organisation who approaches the Agency with a view to engaging or otherwise employing an Applicant.

"an Applicant" - a person introduced by the Agency to the Client for the purposes of an Engagement.

"Engagement" - the employment or other use, whether under a contract of service or contract for services or otherwise, of an Applicant.

"Month" - means a calendar month.

"Week" - means seven consecutive days.

1.2 In these Conditions words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

1.3 All and any business undertaken by the Agency is transacted subject to these Conditions all of which shall be incorporated in any agreement between the Agency and the Client. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Agency. No variation in these Conditions can be made without the written consent of a Director of the Agency.

1.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

1.5 The acceptance of a C.V. by or on behalf of the Client or the interviewing of an Applicant by or on behalf of the Client or the acceptance by or on behalf of the Client of services of an Applicant or the commencement by an Applicant of services or work for the Client (whichever first occurs) shall be deemed acceptance of and agreement to these Conditions on the part of the Client.

2. Obligations of the Agency

2.1 The Agency will use its reasonable endeavours to introduce to the Client a suitable Applicant to carry out work for the Client of such nature as the Client shall notify to the Agency when placing its order for an Applicant.

3. Obligations of the Client

3.1 The Client will notify the Agency immediately an offer of employment is accepted by an Applicant or otherwise upon the commencement of an Engagement (whichever first occurs). Notwithstanding Condition 2.1, the Client shall satisfy itself (for example, by taking up references) as to the suitability, for the purposes for which the Applicant is required by the Client, of any Applicant before engaging such Applicant.

3.2 The Client shall provide the Agency with full details of: any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks; and any experience, training, qualifications or authorisations including those required by a professional body or by law.

3.3 The Client shall be responsible for obtaining such work and other permits and satisfying any medical requirements or qualifications as may be required by law in relation to the Engagement of an Applicant.

3.4 The Client undertakes not to employ or seek to employ members of the staff of the Agency but if any member of such staff accepts an Engagement by the Client within 3 months of such member leaving the employment of the Agency, then the Client shall be liable to pay the Agency's Introduction Fee as if such member had been introduced by the Company.

3.5 The Client undertakes that in the event of the Client introducing (directly or indirectly) any Applicant to another person, firm, company or organisation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm, company or organisation (which the Client shall immediately notify to the Agency) the Client shall pay to the Agency an introduction Fee in accordance with Condition 4 herein, unless the Engagement occurs more than 6 months after the introduction of the Applicant to the Client by the Agency.

4. Fees

4.1 The Introduction Fee shall become due immediately upon the commencement of an Engagement. The Introduction Fee shall be a percentage of the Applicant's starting Annual Salary.

4.2. The Introduction Fee shall be calculated as a percentage of Annual Salary as follows:

Annual Salary less than £80,000 – 18% + VAT

Annual Salary of £80,000 or above - 20% + VAT

4.3 The Client shall pay all monies due hereunder within 14 calendar days of date of invoice in cleared funds by bank transfer to the Agency's bank account as set out on the invoice.

4.4 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days 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.

5. Termination

5.1 In the event of an Applicant terminating and/or the Client lawfully terminating an Engagement within 12 weeks of the date upon which such Applicant commenced work for the Client and provided that:

- (a) all monies due hereunder have been paid by the Client strictly in accordance with Condition 4;
- (b) such termination is not as a result of redundancy, pregnancy, injury or ill-health;
- (c) the Client serves notice on the Agency in writing at its registered office of the termination of the Engagement within 7 days thereof; and
- (d) neither the Client nor any subsidiary, associated or holding company shall engage the Applicant within 3 months from the date of the termination of the Engagement

then provided the Client has adhered to the time limits in this Condition, the Client shall receive a rebate calculated as follows:

Period of employment Rebate calculation:

Up to 4 weeks 100% of fee paid

4 but less than 8 weeks 75% of fee paid

8 but less than 12 weeks 50% of fee paid

12 but less than 24 weeks 25% of fee paid

24 weeks and over Nil

6. Liability and indemnity

6.1 The Agency shall not be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury damage, expense or delay arising from or in any way connected with:

- (a) Failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to Condition 5);
- (b) any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- (c) any loss, injury, damage, expense or delay incurred or suffered by an Applicant; PROVIDED THAT nothing in this Condition 6 shall be construed as purporting to exclude or restrict liability of the Agency to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability, any exclusion or limitation of which is prohibited by law.

6.2 In consideration of the Agency entering into an agreement with the Client in which these Conditions are incorporated, the Client hereby undertakes to indemnify the Agency in respect of any and all liability of the Agency for:-

(a) Any loss, damage, expense or delay suffered or incurred by an Applicant, howsoever caused; and

(b) Any loss, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant, whether willful, negligent, fraudulent, dishonest, reckless or otherwise; PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

6.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out herein are reasonable and reflected in the fee payable to the Agency hereunder and shall accept risk and/or insure accordingly.

7. Notices

7.1 In these Conditions any notices required to be served on the Agency or on the Client shall be deemed to be served:

(a) If sent by post, on the second business day following the date of posting; or

(b) If sent by telex or facsimile, on the day of transmission if it is a business day or, if it is not, on the next business day.

7.2 Notices served to the Agency must be served to its Registered Address at The Workplace, Star Lodge, Montpellier Drive, Cheltenham, GL50 1TY

8. Non-transferable

8.1 No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Agency's prior written consent.

9. Data protection

9.1 The Client agrees to process any personal data supplied by the Agency about Applicants only in connection with an Engagement or potential Engagement and to comply with the provisions of the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) in relation to the processing of such data. The Agency may collect, hold and process personal information about the Client for the purpose of carrying out its business of supplying Applicants to the Client. The Agency may disclose such personal information to its financiers or third party agencies for the purpose of obtaining a credit check on the Client. The Client hereby consents, and shall obtain all necessary consents, to the Agency processing and disclosing such information for the purposes outlined above.

10. Jurisdiction

10.1 These Conditions and any contract into which they are incorporated shall be subject to English Law and the exclusive jurisdiction of the Courts of England.