

Terms and Conditions for the Provision of Permanent Staff.

1. All and any business undertaken by Intec Recruitment Limited (“Intec”) is transacted subject to the terms and conditions hereinafter set out, each of which shall be incorporated or implied in any agreement between Intec and the client (“Client”). In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless otherwise expressly agreed by Intec in writing. Intec is acting in the capacity of an employment agency. Any amendments to these terms and conditions must be in writing and signed by an authorised representative of Intec.
2. When specifying the requirements for a particular role the Client shall provide Intec with full details of:
 - (i) the intended duties of the applicant (“Applicant”);
 - (ii) any special skills, authorisations, qualifications and training which the Applicant is required to have. Further, the Client should also inform Intec, if the Applicant is required by law or professional body to have a particular qualification to carry out the role;
 - (iii) the date on which the Client requires the Applicant to commence work;
 - (iv) the location at which the work will be performed and the hours of work;
 - (v) the minimum rate of remuneration and any other benefits which would be offered to the successful Applicant;
 - (vi) the intervals at which the successful Applicant would be paid;
 - (vii) the length of notice either party would be required to give to terminate the employment;
 - (viii) any special hazards which the Applicant will face;
 - (ix) any health and safety information which the Client wishes Intec to pass on to the Applicant.Together known as “the Role Details”

When assessing the suitability of an Applicant, Intec shall place reliance on the Role Details provided by the Client and the Client accepts that Intec will make no further assessment of the Client’s requirements including but not limited to the matters referred to in clause (2)(ii) above. Intec agrees to obtain the Applicant’s confirmation that the Applicant has the experience, training, qualifications and/or authorisations specified in the Role Details. Intec shall not undertake any further checks unless requested to do so by the Client.

3. The arrangement of an interview or the interview of any Applicant introduced by Intec whether effected by Intec directly or by the Client shall be deemed to be acceptance of and agreement to Intec’s terms and conditions by the Client. The provision of a CV or any information sufficient to identify the Applicant following a request by a Client shall also be deemed to be acceptance of these terms and conditions. Where Intec is retained by the Client for a specific assignment (“Retained Assignment”) Intec’s terms and conditions shall apply upon the acceptance by Intec of the Retained Assignment. The Introduction Fee (as defined below) will be charged whether or not the Client knew of the Applicant previously.
4. **Fees:** A fee shall become payable by the Client on the day the Applicant commences work or enters into an expressed or implied contract of employment (whichever is the soonest), (which term includes employment or use whether under a contract of service or for services) with the Client (“the Introduction Fee”). If, after acceptance of an offer of engagement but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of Intec, not to proceed with the engagement, it shall still be liable to pay Intec the applicable Introduction Fee as detailed below. The Client agrees to notify Intec forthwith upon the engagement by the Client of an Applicant introduced by Intec and, if so requested by Intec, will provide copies of all terms of such engagement. If the Client fails to provide this information upon request, then Intec shall, at its discretion calculate the Fee based on the remuneration packages of other Applicants in a similar role.

A fee which is based on the actual gross remuneration of the Applicant as set out below, and is payable on the day the Applicant enters into a binding contract of employment (which term includes employment or use whether under a contract of service or for services) with the Client. If, after acceptance of an offer of engagement, but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of Intec, not to proceed with the engagement, it shall still be liable to pay Intec the Fee.

The Client agrees to notify Intec forthwith upon the engagement by the Client of an Applicant introduced by Intec and, if so requested by Intec, will provide copies of all terms of such engagement. For this purpose, the percentage of the Applicant’s first year’s anticipated gross remuneration will be agreed between Intec and The Client.

All fees are expressed and calculated as a percentage of the Applicant's first year's anticipated (including guaranteed and non guaranteed elements) gross remuneration which shall include (without limitation) salary, benefits, commission, bonuses, overseas premiums, living/accommodation allowances, profit share, 'sign on' fees and any other financial emoluments that have been provided to act as an incentive to the Applicant to join the Client.

The provision of a car is valued at £5,000.00 additional remuneration.

Where applicable, Value Added Tax will be charged in addition at the appropriate rate.

Fees will be payable as a result of the engagement of an Applicant (Such term shall include the engagement of an Applicant as an employee, consultant, partner or agent) notwithstanding the fact that the engagement may not comply with the Client's original requirement or Role Details. In the event that more than one Applicant is engaged by the Client, then the Client shall pay an Introduction Fee, as detailed above, in respect of each Applicant.

For part-time positions, Fees will be calculated by the using the gross annual remuneration and fee scale applicable, then a pro-rata application based on the number of days worked per week. The Client agrees to notify Intec immediately of any increase in days worked by the Applicant and to accept liability of any further Fee that will be due.

5. **Payment Terms:** All monies due hereunder shall be paid by the Client within fourteen days of the invoice date. In the event of late payment we reserve the right to charge interest on all overdue invoices at a rate of 2% per month. In the event of an engaged Applicant leaving within 8 weeks, a free replacement or pro-rata rebate can only be provided if invoices have been paid to these terms (see condition 13).
6. In the event that any Applicant is rejected by the Client or any Applicant rejects an offer of engagement by the Client, the Client shall pay the Introduction Fee to Intec in accordance with Condition 4 above if the Applicant is subsequently engaged by the Client within twelve months of the date on which the Applicant was last introduced to or interviewed by the Client, via Intec, – whichever is the latter ("the Last Introduction Date"). No rebate will be applicable for such an engagement under any circumstances.
 - 6.1. Fees as set out in Condition 4 will also be payable if, within 12 months of the Last Introduction Date;
 - (a) the Client employs or engages any Applicant, in any capacity, either directly, or via an employment business, or employment agency; or
 - (b) the Client uses or claims to use the services of any Applicant, in any capacity, otherwise than through Intec whether facilitated directly by the Client or Applicant, including, but not limited to outsourcing, or corporate restructuring; or
 - (c) the Client employs or engages any Applicant as a direct or indirect result of any Applicant responding to an internal or external advertisement published by the Client, or any of it's representatives or agents.No rebate will be applicable for such an engagement under any circumstances.
7. If the Client introduces or re-introduces an Applicant to another person, firm, body, or corporation associated with it resulting in the engagement of the Applicant by that person, firm, body, or corporation within twelve months of the Last Introduction Date, the Client shall pay the Introduction Fee in accordance with Condition 4 above. No rebate will be applicable for such an engagement under any circumstances.
8. The introduction of an Applicant or the provision of an Applicant's details is done on a strictly confidential basis and is conditional upon the Client agreeing not to disclose any information about an Applicant to any other person, firm or corporation without Intec's prior written consent. In particular, the Client shall not approach the Applicant's referees or current employer unless and until the Applicant has formally accepted the Client's written offer of engagement.
9. If a Retained Assignment is cancelled or deemed by Intec to be inactive beyond a period of 8 weeks, then in addition to the Retainer Fee and Shortlist Fee (if submitted), the Client shall pay a cancellation fee of 10% of the stated remuneration, plus all the agreed advertising costs and travel expenses.

10. If Intec provides an advertising service to the Client, all prior-agreed advertising costs, travel and interview expenses will be charged to the Client as incurred, and the Client will pay the agreed artwork costs incurred by Intec. An advertisement may only be cancelled on sufficient notice to enable Intec to withdraw the advertisement. Advertising accounts shall be paid by the Client within fourteen days of the invoice date.
11. Intec shall on behalf of the Client reimburse an Applicant his travelling and out-of-pocket expenses in connection with attending an interview with the Client and such costs shall be paid by the Client within fourteen days of the invoice date.
12. Fees as set out in Condition 4 will also be payable if within 12 months of acceptance of Intec's Terms and Conditions in accordance with Condition 3 or the Last Introduction Date, whichever is later:
 - (a) the Client or any person, firm, body, or corporation associated with it engages, in any capacity, whether under a contract of service or a contract for services, any person who at the time of such engagement, or who, within 13 weeks immediately prior thereto, was employed by Intec or any body associated with it ("Intec Employee"); or
 - (b) any other party engages, in any capacity, whether under a contract of service or a contract for services any Intec Employee where such engagement has resulted directly or indirectly from the Client passing information about the Intec Employee to another party. For the avoidance of doubt, an Intec Employee who has had direct or indirect contact with the Client during any recruitment assignment shall be deemed to be an Applicant for the purposes of these terms and conditions.
13. In the event that an engagement terminates (whether by expiry of notice or otherwise) within 8 weeks of the date of commencement of work by the Applicant and provided that:
 - (i) the Client notifies Intec in writing of the termination of engagement within seven days of such termination; and
 - (ii) the Client or any person, firm, body, or corporation associated with it shall not engage the Applicant within twelve months from the date of such termination; and
 - (iii) the termination is not due to redundancy, constructive or unlawful dismissal, corporate restructure, change of management/job description or Role Details, pregnancy, illness or injury; and
 - (iv) all monies due from the Client have been paid in accordance with these terms and conditions; and
 - (v) the Client does not resort to the use of other agencies and does not unduly delay the interview process; thenIntec shall endeavour to find one replacement Applicant (as detailed in the Role Details, as per Condition 2, or for the specific role in accordance with the engagement of the first Applicant, as deemed by Intec) at no extra cost to the Client except for agreed additional advertising costs and travel expenses. If Intec does not find a replacement Applicant it shall refund the fee paid under Condition 4 above, in the same proportions as the period not worked bears to 8 weeks (calculations being done to the nearest week). On Retained Assignments any applicable rebate will be granted against the Completion Fee only. Time lost through absence or holiday will be considered as time worked for the purpose of calculating any rebate that may be due.
14. The Client shall be responsible for arranging all medical examinations and investigations of the Applicant (including the confirmation of any professional or academic qualifications) and for obtaining any work and other permits and shall satisfy itself as to the suitability of any Applicant prior to any engagement.
15. Intec shall endeavour to ensure the suitability of an Applicant and to maintain a high standard of service and integrity, but makes no warranty, express or implied, as to such suitability. The Client shall immediately inform Intec should there be any reason or circumstance under which it would be detrimental to the interests of Intec, the Client or the Applicant for the Applicant to take up a position with the Client.
16. Intec shall not be liable to the Client for any loss of profit, loss of business, loss of use or any indirect, special, punitive or consequential damages.
17. Intec shall not be liable for any loss, injury, liability, 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, liability, 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 13);
 - (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 after acceptance of an offer of engagement from the Client ;

PROVIDED THAT nothing in this Condition 17 shall be construed as purporting to exclude or restrict liability of Intec 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.

18. The Client hereby undertakes to indemnify Intec in respect of any and all liability of Intec which results from any breach by the Client of any of its obligations under these terms and conditions.
19. Any circumstances allegedly giving cause for complaint about an Applicant or an invoice must be notified to Intec and confirmed in writing as soon as the cause of the alleged complaint arises.
20. Intec shall not be held liable for any failure or delay in performing its obligations under these terms and conditions where such failure or delay is caused by events beyond its reasonable control.
21. These terms and conditions shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts