

## TERMS AND CONDITIONS OF BUSINESS- Permanent Staffing

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### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

- **“Candidate”** means the person introduced by the Agency to the Client for an Engagement including any members of the Agency’s own staff ;
- **“Client”** means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Candidate is introduced;
- **“Agency”** means Psychological Solutions. PO Box 55429, Clapham, London, SW4 0WX
- **“Engagement”** means the engagement, employment or use of the Candidate by the Client or any third party 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;
- **“Introduction”** means
  - (i) the Client’s interview of an Candidate in person or by telephone, following the Client’s instruction to the Agency to search for an Candidate; or
  - (ii) the passing to the Client of a curriculum vitae or other information which identifies the Candidate; and which leads to an Engagement of that Candidate by the Client;
- **“Remuneration”** includes base salary, 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.

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

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

### 2. THE CONTRACT

2.1. These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Candidate.

2.2. Unless otherwise agreed in writing by a director of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Agency.

### 3. NOTIFICATION AND FEES

3.1. The Client agrees:

- a) to notify the Agency immediately of any offer of an Engagement which it makes to the Candidate;
- b) to notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Agency; and
- c) to pay the Agency’s fee ( either 10% of annual salary or Flat-Rate VMS fee) within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Candidate commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of from the due date until the date of actual payment.

3.4. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

This information will be provided once a guaranteed vacancy has been confirmed.

### 4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Agency’s fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 5 weeks from the commencement of the Engagement (except where the Candidate is made redundant) a refund of 10% will be allowed against the Agency’s fee for each complete week of the initial 5 week period not worked by the Candidate.

4.3. Should the Client or any subsidiary or associated Agency of the Client subsequently engage or re-engage the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

**5. CANCELLATION FEE**

5.1. If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 5% of the annual Remuneration plus agreed advertising costs.

**6. INTRODUCTIONS**

6.1. Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding an Candidate introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund. 6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

6.3. Where the amount of the actual Remuneration charge is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

6.4. In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

**7. SUITABILITY AND REFERENCES**

7.1. The Agency endeavours to ensure the suitability of any Candidate introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Agency before engaging such Candidate. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements or qualifications required by law of the country in which the Candidate is engaged to work.

**8. LIABILITY**

8.1. 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 an 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.

**9. LAW**

9.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

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**DECLARATION SECTION: (please read and sign). Receipt of this document is an indication of your agreement with our terms of business.**

**Clients Section:**

COMPANYNAME\_\_\_\_\_

NAME OF CLIENT REPRESENTATIVE\_\_\_\_\_

POSITION\_\_\_\_\_

SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_

**Candidate Section:**

NAME OF CANDIDATE\_\_\_\_\_

TITLE/POSITION\_\_\_\_\_

SIGNATURE or INITIALS\_\_\_\_\_

DATE\_\_\_\_\_

**Please sign and return back to us A.S.A.P via Fax: 0208 884 1539 or post to:  
ATTN: Psychological Solutions, PO BOX 55429, Clapham, London SW4 0WX.**