



TERMS & CONDITIONS

PERMANENT / INTERIM / CONTRACT STAFF

1.1 In these Terms of Business the following definitions apply:

"Candidate"

means the person Introduced by Company (Employment Agency) to Client including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of Employment Agency's own staff;

"Client"

means the person, firm or corporate body together with any subsidiary or associated company to whom the Candidate is introduced;

"Company"

means Payroll Elite Ltd, 1146 High Road, Whetstone, London N20 0RA

"Data Controller"

means -

- a. "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and
- b. "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

"Data Protection Legislation"

means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;



"Engagement"

means the engagement, employment or use of the Candidate 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;

"Introduction"

means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to the Company to search for a Candidate; or 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;

"Personal Data"

means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach"

means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate;

"Remuneration"

includes base salary, 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;

"Vacancy"

means a specific role/s, work or position that Client requests the Company to submit person for consideration for such role/s work or position;

- 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 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 a Candidate.
- 2.2 Unless otherwise agreed in writing by the Company, 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 the company.



3. NOTIFICATION AND FEES

3.1 The Client agrees:

- a) to notify the Company immediately of any offer of an Engagement which it makes to the Candidate;
- b) to notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and provide details of the Remuneration to the Company; and
- c) to pay the Company's fee within 14 days of date of invoice.

3.2 No fee is incurred by the Client until the Candidate commences the Engagement when the Company will render an invoice to the Client for its fees.

3.3 The Company reserves the right to charge interest on all invoices raised from the invoice date until the date of payment. Interest will be charged at the rate set by the Late Payment of Commercial Debts (Interest) Act 1998. The Company reserves the right at its discretion not to charge Clients interest on any invoices that are paid by cleared funds received within fourteen days of the invoice date.

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

The scale is as follows:

Up to £19,999 per annum - 18% of gross remuneration

£20,000 to £34,999 per annum - 20% of gross remuneration

£35,000 per annum and above - 25% of gross remuneration

3.5 In the event that the Engagement is for a fixed term, the fee clause 3.4 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 9 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.



4. REFUND GUARANTEES

- 4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 days of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 If termination by either the client or employee occurs within 8 weeks of the start date the client will be entitled to -
 - A free replacement of same salary, in the unlikely event of Payroll Elite being unable to find a suitable candidate a rebate of 12.5% of the invoice value will be awarded for each week not worked of the 8 week period.
- 4.3 The 8 week rebate period and entitlement to a refund shall not apply if the Client requests a discount from the Company's standard fees.
- 4.4 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 Company a minimum fee of 10% of the annual Remuneration.
- 4.5 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Candidate within the period of 9 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. INTRODUCTIONS

- 5.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an Engagement with that third party within 9 months of the introduction renders the Client liable to payment of the Company's fee as set out in clause 3.4 with no entitlement to any refund.
- 5.2 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 Company, whether direct or indirect, within 9 months from the date of the Company's introduction.
- 5.3 In the event that any employee of the Company with whom the Client has had personnel dealings accepts an Engagement with the Client within 6 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4.



6. SUITABILITY

- 6.1 The Company 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 shall take up any references provided by the Candidate and/or the Company 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.

7. LIABILITY

- 7.1 The Company 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 Company 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 Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. TERMINATION

- 8.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Company or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Company has reasonable grounds to believe Client will not pay the Company's invoice within the payment terms agreed.
- 8.2 These Terms may be terminated by either party for convenience by serving 3 months notice in writing.

9. EQUAL OPPORTUNITIES

- 9.1 The Company is committed to equal opportunities and expects Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidate.



10. CONFIDENTIALITY

- 10.1 All information contained within these Terms will remain confidential and Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 10.2 Client shall not without the prior written consent of the Company provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise.

11. MISCELLANEOUS

- 11.1 Should a Client ever recruit an employee of the Company for an appointment, then a Recruitment fee would then be charged by the Company to the Client.
- 11.2 No trial periods are permitted under these Terms of Business during the employment period with a chosen candidate.
- 11.3 These Terms of Business cannot be varied in any way except in writing by a director of the Company.

12. DATA PROTECTION

- 12.1 For the purposes of this clause 12. "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 12.2 The parties hereto acknowledge that the Company is a Data Controller in respect of the Personal Data of Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 12.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 12.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, the Company or by Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 12.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.



12. DATA PROTECTION - continued

12.6 Client will -

- a. comply with the instruction of the Company as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by the Company, Client will set out their legal basis for the request of such data and accept that Employment Agency may refuse to share/transfer such Personal Data where, in the reasonable opinion of the Company, it does not comply with its obligations in accordance with Data Protection Legislation;
- b. not cause the Company to breach any of their obligations under the Data Protection Legislation.

12.7 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Company and will provide the Company with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Company reasonably requests relating to the Personal Data Breach.

12.8 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Company may request to -

- a. investigate and defend any claim or regulatory investigation;
- b. mitigate, remedy and/or rectify such breach; and
- c. prevent future breaches.

and will provide the Company with details in writing of all such steps taken.

12.9 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Company.

12.10 Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.

12.11 Client will provide evidence of compliance with clause 12. upon request from the Company.

12.12 Client will indemnify and keep indemnified the Company against any costs, claims or liabilities incurred directly or indirectly by Employment Agency arising out of or in connection with any failure to comply with clause 12.



13. LAW

- 13.1 These terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.