

# Personnel Solutions Recruitment UK Limited

## Terms & Conditions of Business - Permanent Staff

### 1. Definitions

In these terms of business the following definitions apply:-

"The Company" which is Personnel Solutions Recruitment UK Limited.

"The Client" which is any person, firm or corporate body who requires the services of Personnel Solutions UK Limited in engaging or employing an applicant.

"The Applicant" which is any person introduced by Personnel Solutions Recruitment UK Limited or Personnel Solutions to the client, who is seeking employment.

2. These terms and conditions are deemed to be accepted by the Client by virtue of an interview or the engagement of the Applicant.
3. The Client accepts that the Company may authorise a search through credit reference agencies and may also make enquiries about directors/partners as applicable.
4. The Client agrees:-
  - i) To notify the Company immediately an engagement is accepted.
  - ii) To pay the fee to the Company within 30 days of the invoice date. Should the fee not be paid within the 30 day credit period the Company will charge interest on overdue accounts at 5% above Lloyds Bank Plc's base rate per month or part thereof.
5. The fee payable to the Company by the Client for the introduction of an Applicant is calculated on the initial annual gross taxable salary and taxable emoluments payable by the client to The Applicant as set out in the table below:-

First Year's Remuneration	Fee payable
Up to £9,999	7.5%
£10,000 - £12,999	10%
£13,000 - £17,999	12.5%
£18,000 upwards	15%

5. In the event that the Applicant, having taken up an engagement, subsequently leaves and that:-
  - i) The Client notifies the Company in writing within 7 days of the termination of employment
  - ii) The invoice is paid within 30 days of the date of invoice (paragraph 4. ii) a rebate will be given as set out in the table below:-

Period of engagement	Percentage of rebate
up to 1 week	90%
not exceeding 4 weeks	75%
not exceeding 6 weeks	50%
not exceeding 8 weeks	25%
not exceeding 10 weeks	10%
over 10 weeks	0%

6. Introductions are confidential. The passing of an introduction to another employer which results in an engagement, renders the Client liable to payment of the Company fee as set out in paragraph 5.
7. An introduction fee calculated in accordance with paragraph 5, of these terms will be charged in relation to any applicant being engaged within 6 months of referral, as a consequence of, or resulting from an introduction (directly or indirectly) by or through the Company. Should the applicant be considered not suitable for the notified position but suitable for any alternative position known to the Client and the applicant is subsequently employed in the alternative position, then a full fee will be payable by the Client.
8. The Company endeavours to make reasonable efforts to ensure the suitability of an Applicant. The Client is responsible for taking up references concerning any Applicants skills, qualifications and general integrity, obtaining work permits and satisfying any medical requirements or qualifications as required by law.
9. The Company can accept no liability of any kind should a candidate fail to arrive, or arrive late for duty, for loss of, or damage to property, or for any other loss, including, without prejudice to the generality of the foregoing loss of profits or for any injury to persons arising directly or indirectly from any act or omission of an applicant introduced by the Company, even if such an act or omission is negligent, fraudulent or reveals dishonesty.
10. No variation can be made to these terms without the written consent of the Company Director.

# Personnel Solutions Temporary Staff

## Terms & Conditions of Business - Temporary Staff

**1. Definitions**

In these terms of business the following definitions apply:-

"The Company" which is Personnel Solutions.

"The Client" which is the person, firm or corporate body who requires the services of Personnel Solutions in order to engage or employ a Temporary Worker.

"The Worker" which is the person introduced by Personnel Solutions to The Client, who is seeking employment.

"Assignment" Which is the period of time a worker is employed by the client.

2. These terms and conditions of business, are deemed to be accepted by the client, by virtue of any instruction to the company to make arrangements for an assignment.
3. The Client accepts that the Company may authorise a search through credit reference agencies and may also make enquiries about directors/partners as applicable.
4. The Client shall pay to the Company, a connection fee in respect of the Temporary Worker, per calendar week. The Company calendar week commencing each Monday. Where a Candidate works less than one calendar week, a daily charge will be made, to a maximum of the weekly fee.
5. All Bank/Public holidays will be charged at double the normal Candidate hourly rate, unless otherwise arranged by the Company. The Client charge shall be increased by one daily fee and added to the weekly connection fee.
6. The connection fee is payable within 30 days of the date of the Company's invoice.
7. The Client is responsible for all Tax and National Insurance contributions and any other deductions which the Client may be bound by law to make.
8. The Client is responsible for arranging suitable accommodation for the Worker where applicable and reimbursing the candidate's travel expenses, for one round trip only (travelling to and returning from the assignment).
9. The Company can accept no liability under any circumstances should a candidate fail to arrive, or arrive late for duty, for any loss, damage or expense suffered or incurred by the Client, or for any injuries to persons arising directly or indirectly from any act or omission of a Temporary Worker placed by the Company, even if such an act or omission is negligent or fraudulent or reveals dishonesty.
10. An introduction fee will be charged by Personnel Solutions U.K. Limited in relation to a Worker employed permanently in consequence (directly or indirectly) by or through the Company.
11. The Client will be bound to pay the connection/introduction fee if the Client subsequently engages the Worker within 6 months from the last date of engagement.
12. If payment is not received within 30 days of the date of invoice, the Company will charge interest on overdue accounts at 5% above Lloyds Bank Plc's base rate per month or part thereof.
13. The Client will be bound to pay a cancellation fee, of 50% of the weekly fee, should the Client decide to cancel an assignment, giving less than 24 hours notice.
14. No variation can be made to these terms without the prior written consent of the Company Director.

In Agreement of Personnel Solutions U.K. Limited Permanent Terms and  
Personnel Solutions Temporary Staff Terms of Business

Signature:..... Position:.....

Signed for and on behalf of:..... Dated:.....