

CONTRACT 1:
TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT, TEMPORARY AND FIXED TERM CONTRACT STAFF.
1. DEFINITIONS

1.1. In these Terms the following definitions apply:

"Agency"	TPF Recruitment Ltd (registered company no.13426554) of 2, The Links, Herne Bay, Kent, CT6 7GQ; the Agency;
"Candidate"	means the person Introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency's own staff;
"Client"	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced;
"Data Protection Laws"	means the Data Protection Act 2018, the General Data Protection Regulation or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data
"Engagement"	means the engagement (including the Candidate's acceptance of the Client's offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced 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; or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"Introduction"	means (i) the passing to the Client of a curriculum vitæ or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly
"Introduction Fee"	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
"Losses"	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
"Remuneration"	means full remuneration which includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances including company car, inducement payments 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 or any third party.
"Replacement Candidate"	means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 8 weeks of the Engagement;

1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes 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 and the attached Schedule(s) ("the Terms") constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

2.5. If the client fails to comply with any part of the agreed Terms & Conditions, or any Variation To Terms, then these Terms shall take precedence over any other terms of business, reductions, variations to Terms, purchase conditions, or similar provisions.

2.6. The Agency shall not be liable for any loss, delay or adverse outcome arising from the Client's failure to provide timely information, feedback, availability or instructions required for the recruitment process.

2.7. The Agency does not provide compensation, damages or financial redress for any alleged distress, inconvenience or loss relating to the recruitment process or any data accuracy issue, save where legally required.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees to:
- 3.1.1. notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.2. notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
 - 3.1.3. pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.7.
- 3.2. The Introduction Fee calculated in accordance with clause 3.3 below is payable if the Client Engages the Candidate within the period of 12 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the later).
- 3.3. The Introduction Fee payable to the Agency by the Client is set out in the chart below and is calculated according to the appropriate percentage of the Remuneration applicable during the first 12 months of the Engagement. In the case of contract fees only, should the applicant disengage from a contract before its end date, the fee paid is non-refundable.

PERMANENT PLACEMENTS (12 months Remuneration)		CONTRACT PLACEMENTS:
Total Annual Salary	% Charge	Contract placements are calculated using the same method as permanent placements but are adjusted on a pro-rata basis according to the contract duration. A minimum fee of £1,500 +VAT applies for all contract placements. A minimum fee of £2,500 +VAT applies to all permanent placements.
£0 to £39,999	20%	
£40,000 to £69,999	22%	
£70,000+	25%	

- 3.4. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/ or comparable positions in the market generally.
- 3.5. Where prior to the commencement of the Engagement the Agency and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within three calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.
- 3.6. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings, or other similar rights. All disputes shall be handled separately from payment of fees, and the Client shall not delay or withhold payment for any reason.
- 3.7. The Introduction Fee shall be payable within 14 days of the date of the Agency's invoice which shall be rendered once the Candidate commences the Engagement.
- 3.8. VAT is charged at the standard rate on all fees.
- 3.9. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date 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.
- 3.10. If, after an offer of Engagement has been made to the Candidate, the Client withdraws an offer for any reason whatsoever, the full fee remains payable.
- 3.11. All disputes must be handled separately from the payment of fees. The Client shall not withhold or delay payment for any reason, including disputes, GDPR concerns or suitability issues

4. REFUNDS

- 4.1. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 8 weeks from the date of commencement of the Engagement; then subject to the terms of clause 4.2 the Agency will refund the Introduction Fee in accordance with the accompanying Scale of refunds set out here:

Week in which the Engagement terminates (weeks)	% of introduction fee refunded
Non-Commencement	100%
1-2	80%
3-4	60%
5-6	40%
7-8	20%
No Refund is offered for a Contract Placement	

- 4.2. In order to qualify for the refund, set out in clause 4.1 then:
- 4.2.1 the Client must comply with the provisions of clause 3.1 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement; and
- 4.2.2 the Client must exclusively give the Agency 4 weeks from the date of the notice of non-commencement or termination in which to find one suitable Replacement Candidate based on the original specification given for the position the Client is seeking to fill. If after 4 weeks from the date of the notice, no suitable Replacement Candidate can be found, the Client will then be eligible for a refund, subject to the rest of clause 4.
- 4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 4.4. In circumstances where clause 3.5 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.
- 4.5. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 12 calendar months from the date of termination, then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.
- 4.6. Replacement Candidate Guarantee Limitation- Where the Agency supplies a Replacement Candidate in accordance with clause 4.2, the Client acknowledges and agrees that the Replacement Candidate is provided as the sole and final remedy available under the refund and replacement provisions of these Terms. No refund, rebate or further replacement shall be due or payable in the event that the Engagement of a Replacement Candidate terminates for any reason. The refund and replacement entitlement set out in clause 4.1 shall apply only to the original Candidate Introduced by the Agency and shall not apply to any Replacement Candidate.
- 4.7. No refund, rebate or replacement service shall be due or provided unless the Introduction Fee has been paid in full and received by the Agency by the due date stated on the invoice.
- 4.8. Any replacement service offered is provided strictly on the basis of availability and is a goodwill gesture within the limits of this clause. It is not an ongoing guarantee or recurring entitlement.

5. INTRODUCTIONS TO THIRD PARTIES

- 5.1. Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third-Party Introduction results in an Engagement of the Candidate by the third party within 12 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee calculated in accordance with clause 3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

6. SUITABILITY CHECKS

- 6.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- 6.1.1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;
- 6.1.2. ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;
- 6.1.3. confirm that the Candidate is willing to work in the position;
- 6.1.4. obtain confirmation of the Candidate's identity; and that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary, or which may be required by law or by any professional body.
- 6.2. Notwithstanding clause 6.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- 6.2.1. taking up any references provided by the Candidate before Engaging the Candidate;
- 6.2.2. checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
- 6.2.3. the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- 6.2.4. satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

- 6.2.5. The Agency accepts no liability for the Client's failure to carry out right-to-work checks, references, onboarding requirements or statutory compliance obligations.
- 6.3. To enable the Agency to comply with its obligations under clause 6.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
- 6.3.1. the type of work that the Candidate would be required to do;
 - 6.3.2. the location and hours of work;
 - 6.3.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 6.3.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 6.3.5. the date the Client requires the Candidate to commence the Engagement
 - 6.3.6. the duration or likely duration of the Engagement;
 - 6.3.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;
 - 6.3.8. the intervals of payment of Remuneration; and
 - 6.3.9. the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.

7. INFORMATION TO BE PROVIDED

When the Agency Introduces a Candidate to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 6.1. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

8. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition, information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

8.1 All Candidate information is confidential and subject to Data Protection Laws.

8.2 The Client is solely responsible for the accuracy of all information it provides to the Agency and for any processing, storage, transmission or misuse of Candidate data once supplied. The Agency accepts no liability for any Losses arising from the Client's handling of such data.

8.3 The Client acts as an independent data controller and must comply with all obligations under Data Protection Laws. The Client indemnifies the Agency for any Losses arising from its failure to do so.

9. LIABILITY

9.1 The Agency shall not be liable for any loss, expense, damage, delay, costs or compensation arising from or connected with the Introduction or Engagement of a Candidate, or from the failure to introduce a Candidate.

9.2 The Client shall indemnify and keep indemnified the Agency against all Losses arising from:

- 9.2.1 any breach by the Client of these Terms, including inaccurate or incomplete information
- 9.2.2 any act or omission of the Client during recruitment, interview or Engagement
- 9.2.3 any claim by a Candidate or third party relating to the Client's Engagement, non-Engagement, or termination of the Candidate
- 9.2.4 any failure by the Client to comply with Data Protection Laws
- 9.2.5 any employment, tax, regulatory or statutory claim connected with the Engagement
- 9.2.6 any Engagement that occurs before necessary checks have been completed
- 9.2.7 This indemnity survives termination and applies to both direct and indirect Losses
- 9.2.8 No right of set off or deduction applies

9.3 The Agency's total liability shall not exceed the Introduction Fee paid in respect of the relevant Candidate.

9.4 The Agency shall not be liable for any Losses arising from the Client's acts, omissions, interview conduct, internal processes, onboarding, information errors, data inaccuracies, or employment decisions.

9.5 The Client is responsible for all compliance checks and the Agency accepts no liability for delays or losses connected with these processes.

10. Non-Solicitation / Non-Poaching

10.1 The Client shall not, without the Agency's written consent, directly or indirectly solicit or employ any employee or representative of the Agency within 12 months of last contact.

10.2 If breached, the Client shall pay a fee equal to 25% of the individual's annual Remuneration.

11. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

12. GOVERNING LAW AND JURISDICTION

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

14. Survival Clause

14.1 The following clauses shall survive termination indefinitely:

- Fees and payment obligations
- Indemnity
- Confidentiality and data protection
- Limitations of liability
- Non-poaching
- Governing law and jurisdiction