

EA ASSOCIATES CLIENT TERMS OF BUSINESS

Version: 2.0

Last Updated: 04/05/2021

INTRODUCTION OF PERMANENT STAFF

1. DEFINITIONS

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

“Applicant”	defines the person introduced by the Company to the Client for an Engagement, also including but not limited to any member of the Company’s own staff;
“Client”	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Applicant is introduced;
“Company”	means Eldridge Andrews Associates Limited, inclusive of any subsidiary and/or associated company;
“Engagement”	means the engagement, employment or use of the Applicant by the Client or any subsidiary or associated company 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, directly or through a limited company of which the Applicant is an officer or employee;
“Introduction”	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant and which in either case leads to an Engagement of that Applicant by the Client or any subsidiary or associated company;
“Remuneration”	includes base salary or fees, 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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate the Company’s fee

1.2 – Unless the context requires otherwise, references to the singular include the plural.

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

1.4 – For the purposes of this contract, the Company operates as an employment agency.

2. THE CONTRACT

2.1 – These Terms constitute the contract between the Company and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.

2.2 – Unless otherwise agreed in writing by a Director the Company, these terms contain the entire agreement between the parties and these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client, even if this is subsequent to these Terms of Business being brought to the Client's attention.

2.3 – No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Client, 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 Company reserves the right to decline to accept any instructions from, or to source an Applicant for, the client where it believes that instruction to constitute unlawful discrimination.

3. NOTIFICATION OF FEES

3.1 – The Client agrees:

- a) To notify the Company immediately of any offer of an Engagement which it makes to the Applicant
- b) To notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
- c) To pay the Company's fee within 30 days of the date of invoice to our assignee, Simplicity of The Aspen Building, Vantage Point Business Village, Mitcheldean, Glos GL17 0DD a trading name of Keen Thinking Limited (04012805).

3.2 – The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the attached Fee Structure contained in the attached **SCHEDULE 1** on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable

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

3.4 – The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 5% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment. The Company reserves the right to recoup all reasonable costs incurred by the Company on pursuing debts owed beyond terms.

- 3.5 –** In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.2 will apply on a pro-rata basis subject to a minimum fee of £500. If the Engagement is extended beyond the initial fixed term, or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further fee based on the 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, subject to a minimum fee of £500.
- 3.6 –** If the Client subsequently engages or re-engages the Applicant 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 3.2 above becomes payable to the Company.
- 3.7 –** For the avoidance of doubt, all invoicing raised to the client has been legally assigned to Simplicity, and should be paid only to Simplicity within the credit terms of the invoice.

4. REFUNDS

It is a condition precedent to any post Engagement benefit, such as Refund or any other form of warranty mentioned in or otherwise inferred from these Terms of Business, that the relevant invoice is paid to terms.

In order to qualify for a Refund:

- 4.1 –** In order to qualify for the following refund, the Client must pay the Company's fee within 30 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 –** If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the Scale of Refund set out in the attached **SCHEDULE 2** accompanying these Terms of Business.
- 4.3 –** In circumstances where clause 3.6 applies, the full fee stated in clause 3.2 is payable and there shall be no entitlement to a refund.
- 4.4 –** In these terms of business, a Refund means a sum to be Refunded by the Agency to the Client, or in certain circumstances to discount future invoices raised to the Client.
- 4.5 –** Irrespective to any proven or claimed right to a Refund, all invoices must be paid within their credit terms to the Agency's Factor and there is no right to set off any proven or claimed right to a Refund.

4.6 – The Client must pay the Company's fee within the credit terms of the invoice. Note: If payment is not received within the credit terms, the Service Guarantee shall not apply.

5. CANCELLATION FEE

5.1 – If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company an administration fee of £1000.

6. INTRODUCTIONS

6.1 – Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 3.2 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 Applicant engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company's Introduction.

6.3 – Where the amount of the actual Remuneration is not known, the Company will charge a fee calculated in accordance with clause 3.2 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged, in particular with regard to any information supplied to the Company by the Client and/or by the means of comparable positions in the market generally for such positions.

6.4 – In the event that any employee or officer of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's employment, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.2.

7. SUITABILITY

7.1 – The Company endeavours to ensure the suitability of any Applicant introduced to the Client with respect to the details required by the Company to be supplied by the client as set out below in clause 7.6. The Company will secure confirmation of the Applicant's identity and endeavour to establish that the Applicant 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 and that the Applicant is willing to work to work in the position which the Client seeks to fill.

7.2 – At the time of proposing an Applicant to the Client, the Company shall inform the Client of such details, set out in clause 7.1, that they have obtained confirmed of. Where the Client requests that the Company supply any document belonging to the Applicant that contains confirmation of such details, this request will be processed where the Applicant consents prior to such information being passed on.

- 7.3 –** The Company will endeavour to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.4 –** The Company will endeavour to take all such steps as are reasonably practicable to ensure that it would not be detrimental in any manner to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5 –** Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself and be the sole arbiter as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Company before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work
- 7.6 –** To enable to Company to fulfil its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above, the Client agrees to supply the Company with the following information in writing prior to any Introduction:
- a) The Client's identity as defined by the Companies Act 2006 and the nature of its business activities;
 - b) The position for which the Applicant is sought, including the type of work that the Applicant would be required to do, the location and hours of work and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - c) The date on which the Client requires an Applicant to commence work, and the duration of the work.
 - d) The experience, training, qualifications, abilities and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position.
 - e) The minimum rate of remuneration and any other benefits which the Client will intend to offer to a person in role which it seeks to fill, the intervals of payment of remuneration and benefits and any expenses payable by or to the Applicant; and
 - f) The length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

8. LIABILITY

- 8.1 –** 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 an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company 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.

10. DATA PROTECTION

10.1 – Each party will comply with its responsibility to the General Data Protection Regulation.

The Company acts as the Data Controller when introducing an Applicant to the Client. The Company will disclose personal data of the Applicant on any occasion where it is deemed necessary in order to provide our services as an Employment Agency. This will be done under the stipulation that the Client ensures any Applicant personal data is kept confidential. Examples of Personal Data which may be disclosed include: full name, Right to Work documents, full CVs, contact numbers, address, or any other personal data which can be used to identify an individual.

The Client acts as the Data Processor, and agrees to only process personal data in accordance with the Data Controller's instructions. The Client must not transfer personal data outside of the EU without expressed consent, and must also take appropriate cyber and practical security measures to safeguard personal data from accidental loss, destruction and unauthorised & unlawful processing of data.

11. COMPLAINTS

11.1 – Any complaints must be addressed to a Director of the Company in writing.

12. ACCEPTANCE

12.1 – Once you have received this document, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business.

For the records of both the Company and the Client:

Client Company Name

Name

Position

Signature

Date

*** By signing, I confirm I have the required authority within the above-named business to accept Terms and Conditions of Business**

SCHEDULE 1 – FEE STRUCTURE

- a) The following Fee Structure applies for clause 3.2 of these Terms of Business.

Salary	% Fee
£0 - £59,999	15.0%
£60,000 +	18.0%

SCHEDULE 2 – SCALE OF REFUND / REBATE

- a) The following Refund / Rebate Scale applies only in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
- b) Provided stipulations in clause 3.1 have been met by the Client, the following Refund / Rebate Scale applies for clause 4.2 of these Terms of Business.
- c) Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

Week in which Applicant Leaves	% of Introduction Fee Refunded
0 – 2	100.0%
3 – 4	75.0%
5 – 8	50.0%
9 – 12	25.0%
13 +	0.0%

- d) There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.