**Terms of Business for the Introduction of Permanent Staff**

**between CompanyNet Limited and [INSERT AGENCY NAME] Limited**

In these Terms of Business, the following definitions apply:

**“Candidate”** means the person introduced by the Agency to the Client;

**“Client”**  means Company Net Limited whose registered office is Clarence House, 133 George Street, Edinburgh, EH24JS

**“Agency”** means [INSERT AGENCY NAME]**,** whose registered office is [INSERT ADDRESS], Company Number [INSERT COMPANY NUMBER];

1. These terms shall constitute the entire agreement between the Agency and the Client and prevail over any other terms and conditions between both parties.
2. Any amendments to these Terms of Business can only be approved by a Director of the Client and a Director of the Agency and any amendments must be confirmed in writing in order to be valid.
3. An introduction is deemed to have taken place by the Agency with the provision of candidate information to the Client, provided that the candidate is not already known to the Client or if the candidate is known to the client, that the client has been unable to establish dialogue with that candidate.  Following the provision of a candidate’s information if the Client has already identified the candidate then the Client will notify the Agency and provide documentary evidence to confirm the Client’s prior awareness and as a result, an introduction will not be deemed to have taken place.
4. Information relating to any Candidate is supplied on a strictly confidential basis and may only be used by the Client in connection with this Agreement.
5. An appointment takes place once the Client offers employment, whether on a temporary, permanent or fixed term basis to the Candidate and the Candidate accepts such employment and whether or not such an appointment is conditional upon the successful completion of a probationary period. Should an appointment take place then a fee as set out in paragraph 9 shall be payable.
6. If an appointment of a Candidate is made by the Client within 6 months of the initial introduction by the Agency then the fees as set out in paragraph 9 shall become payable.
7. Information relating to candidates is strictly confidential. If an appointment takes place by a third party as a direct result of the Client having given information relating to the Candidate to the third party the Client shall be liable to pay a fee set out in paragraph 9. A third party includes but is not restricted to any associated company, subsidiary or other company with which the Client is connected.
8. The Client is obliged to advise the Agency of the total remuneration offered to the candidate immediately an offer of employment has been made by the Client to the Candidate.
9. The Agency’s fees become payable on the start date of a Candidate’s appointment. The fee will be no more than 15% of the gross annual starting salary of a Candidate. If a Candidate is appointed for a period of less than 12 months then the fee will apply pro rata. The fee is exclusive of VAT.
10. An invoice is payable within 30 days of its date of issue.
11. It is the duty of the Agency to ensure invoice(s) are submitted and received by the Client no later than 3 months after the Candidate’s start date. If the invoice is not received within this 3 month period it will not be payable.
12. If the appointment of a Candidate is terminated within 26 weeks of the commencement of his/her employment with the Client a rebate of the fee paid by the Client to the Agency will be paid as set out below

i. Week 1 – 4 = 100%

ii. Week 5 – 9 = 80%
iii. Week 10 – 14 = 60%
iv. Week 15 – 19 = 40%
v. Week 20 - 24 = 20%
vi. Week 25 – 26 = 10%

1. No rebate shall be payable if:
2. The Agency is not notified in writing within 14 days of the termination of the appointment together with the reason(s) for it;
3. the fee is not paid to the Agency within 30 days of the tendering of the invoice;
4. The Agency endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate’s identity; that the Candidate has the experience, training, qualifications which may be required by law or by any professional body; that the Candidate is willing to work in the position which the Client seeks to fill; and the Candidate’s legal status to work in the UK.
5. The Agency shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history and other requirements or qualification required by law.
6. The Client takes no responsibility for any loss, damage or delay caused by the candidate. The Client is responsible for ensuring the suitability and capability of a candidate for employment and for taking references to verify skills, qualifications, integrity, the necessity of any work permits and the satisfaction of any medical requirements.
7. 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 paragraph 9.
8. Each party acknowledges and agrees that any and all information concerning the other's business or which becomes known about the other through this Agreement is confidential information (hereinafter referred to as "Confidential Information") and each party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employees, agents or representatives who need to have such information for the performance of their obligations hereunder) unless such duplication, use or disclosure is specifically authorised in writing by the other party. Confidential Information does not include information, which at the time of disclosure is generally known by the public and any competitors of either party.
9. The Agency shall take all reasonable steps to ensure that its servants and agents keep Confidential Information confidential and the Client shall have the right to request modifications to the Agency’s security procedures for that purpose. The Agency shall not unreasonably delay or refuse to perform such modifications.
10. The Agency shall not at any time use any Confidential Information concerning the business or interests of the Client, any other company in the Client group or any of their customers, other than in the course of its duties under this Agreement. Except to the extent that this Agreement may otherwise provide, all items and information supplied by the Client to the Agency shall remain the property of the Client.
11. The Agency warrants to the Client that it shall comply with the provisions of the Data Protection Act 1998 and any equivalent, associated or successor legislation and shall not do anything or permit anything to be done which might lead to a breach of any such legislation.
12. The Client reserves the right to work with multiple agencies on any particular vacancy.
13. The Client reserves the right not to work with an agency on any particular vacancy. Therefore candidates submitted by the Agency on a speculative basis will not be accepted by the Client and will not be subject to these Terms of Business. An agency sending in speculative candidate summaries must make sure the candidates remain unidentifiable. The Client will not be liable for any candidate taken on via direct recruitment whose information has also been sent in on a speculative basis by the Agency.
14. This Agreement shall be construed in accordance with Scottish law and the parties agree to submit to the jurisdiction of the Scottish courts.

**Signed on behalf of the Client Signed on behalf of the Agency**

By:By:

Name:  Name:

Title: Title:

Date:  Date: