

GENERAL RECRUITMENT TERMS & CONDITIONS

1. This is a contract between:

- A. **Manchester Staff Limited**, conducting business as a recruitment agency ("the Recruitment Agency"); and
- B. **The Client**, an employer seeking to employ a member of staff on a permanent, part time, or fixed term contract.

2. Acceptance and Authority to Act

- A. By engaging with Manchester Staff Limited and instructing us to begin the recruitment process, the Client agrees to the following terms and conditions.
- B. The Client authorises Manchester Staff Limited to act on its behalf in seeking Applicants to fill their job vacancy.
- C. The Client authorises Manchester Staff Limited to advertise and promote the job vacancy on 3rd party websites, job boards, search engines, social media and any other method deemed suitable by the Recruitment Agency.
- D. The Client acknowledges that the phrase "Start of Engagement" is defined as the day the job adverts are launched by Manchester Staff Limited on behalf of the Client.

3. Standards Required

- A. The Client agrees to provide Manchester Staff Limited full and accurate information in order to enable them to assess the suitability of each relevant Applicant. In this regard, the Client agrees to provide the following information:
 - i. The name and contact details of the person who will be interviewing the Applicants.
 - ii. The date on which it is proposed that the Engagement should begin.
 - iii. The position to be filled, including the type of work which the relevant Applicant would be required to do, the location at which and the hours during which he or she would be required to work;
 - iv. Any risks to health or safety relevant to the Engagement, and what steps have been taken by the Client to prevent or control such risks;
 - v. The required experience, training, qualifications and any authorisation which are necessary (or which are required by law or by any professional body) for the relevant Applicant to possess in order to work in the position, and any expenses payable by or to the relevant Applicant;
 - vi. The minimum rate of pay and any other benefits to be offered in respect of the relevant position, and the intervals at which they would be paid.

The Client agrees to provide the above information in writing before the commencement of the Engagement.

- B. Manchester Staff Limited will make reasonable steps to ensure the suitability of each Applicant. However, the Client is responsible for conducting its own checks and must satisfy itself with the suitability of each Applicant. The Client shall be responsible for checking and confirming the following information:
 - i. Applicants references
 - ii. Confirmation of professional and academic qualifications
 - iii. Checking the Applicants CV is accurate and factual
 - iv. CRB Records
 - v. Applicants Right to work in the UK status
 - vi. Any medical conditions
 - vii. Any other authorisations and checks required by law
- C. The Client agrees to be aware of, and comply with, the all relevant employment legislation including but not limited to, the Equality Act 2010, Working Time Directive, Work Place Pension Scheme and Minimum Wage laws. For more information, visit www.acas.org.uk or contact the ACAS Helpline on: 0300 123 1100 (Correct at time of print, but may be subject to change).

4. Recruitment Fees: When Payable

- A. A completion fee ("Completion Fee") shall be payable by the Client to Manchester Staff when an Applicant is successfully offered employment by the Client.
- B. The Client agrees to notify Manchester Staff Limited in writing of the acceptance by the relevant Applicant together with details of the Applicant's gross annual salary before the start date.
- C. The Completion fee is payable within 14 days of the date of the relevant invoice from Manchester Staff Limited to the Client. This is normally issued on the successful applicants start date.
- D. Payment must be made by electronic funds transfer.

5. Admin Fees

- A. There are no additional charges for admin fees when a Completion is charged and paid on time.
- B. In the first 31 days of the start of Engagement, if another agency, person, or the Client themselves, fill the assigned position or terminates the Engagement either verbally or in writing, an admin fee of £150+VAT will be due by the Client to Manchester Staff Limited.
- C. The fee applies if the Client terminates engagement for any other reason within 31 days from start of engagement.
- D. If a Client becomes non-responsive at any time, and fails to respond to all reasonable contact attempts made by Manchester Staff Limited, we reserve the right to end the engagement and charge an Admin Fee.
- E. Failure of the Client to pay the Completion fees on time will result in an admin fee being charged.
- F. Admin Fees will be due 14 days from Invoice date.

6. Completion Fees: Method of Calculation

"Gross Salary" shall mean the first year's equivalent annualised remuneration.

- A. Gross Salary up to £14,999:- Our fee is £599 + VAT
- B. Gross Salary Between £15,000 - £25,000:- Our fee is 8% of annual remuneration + VAT
- C. Gross Salary over £26,000 - £50,000:- Our fee is 10% of annual remuneration + VAT
- D. Any Gross Salary over £50,001:- Our fee is 12.5% of annual remuneration + VAT

7. Part Time Jobs: Fees

- A. Part time jobs are charged based upon the annual pro-rata salary
- B. Payments are calculated in accordance to Section 6: Completion Fees: Method of Calculation
- C. Gross Annual Salary is based on a full time week of 40 hours
- D. For example, if the salary is quoted at £20,000 pro rata (based on a full time week of 40 hours) and the successful Applicant will be working 30 hours per week, the actual gross to be paid will be £15,000. Our fee will be £1600 + VAT as the pro rata salary is £20,000 per annum.

8. Refunds

If the relevant Applicant leaves the Client's employment (other than through redundancy, constructive or unlawful dismissal) within 12 weeks (with the exception of Section 6, A.) of commencement of employment, a percentage of the Completion Fee shall be refunded to the client as follows:

A. 84 day rebate period for salary bands between £15,001 - £50,000+

- i. 0 - 21 days from start date: 100% refund
- ii. 22 - 42 day from start date: 75% refund
- iii. 43 - 63 days from start date: 50% refund
- iv. 63 - 84 days from start date: 25% refund

B. 42 day rebate period for salary band up to and including £15,000 (£599 + VAT)

- v. 0 - 21 days from start date: 100% refund
- vi. 22 - 42 day from start date: 75% refund

9. No refund is payable under any circumstances unless:

- A. the departure is notified by the Client to Manchester Staff Limited in writing via email within 7 days; and
- B. the Client has paid Manchester Staff Limited the Completion Fee in full within 14 days of the date of relevant invoice.
- C. any late payment will result in the Client relinquishing the entitlement to a rebate period.

10. Client recruiting Applicants introduced by Manchester Staff Limited after Engagement has ended

- A. Should the Client or any associated company of the Client subsequently recruit an Applicant introduced by Manchester Staff Limited within the period of six calendar months of start of engagement, or from the relevant date of departure, a full Introduction Fee becomes payable, notwithstanding any previous fees paid to Manchester Staff Limited.
- B. The Introduction Fee will correspond to the final agreed salary. If this information is withheld by the Client, thus preventing accurate billing, a fee of £3000 + VAT will be charged.
- C. If the Client fails to inform Manchester Staff Limited of the successful employment of an Applicant supplied by Manchester Staff Limited, a fee of £4,500 + VAT will be charged.
- D. There shall be no entitlement to a refund of any kind following such subsequent Engagement.

11. Liability

- A. Manchester Staff Limited shall not be liable to the Client arising out of or in connection with this Agreement or in relation to the engagement or use of the Applicant or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.
- B. The term "howsoever caused or arising" when used in this clause shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation, negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the Applicant by Manchester Staff Limited.
- C. Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

12. Indemnity and Waiver

- A. The Client shall indemnify and keep indemnified Manchester Staff Limited against any costs, claims or liabilities incurred directly or indirectly by Manchester Staff Limited arising out of any Engagement, including (without limitation) as a result of:
 - i. any breach of this Agreement by the Client; and
 - ii. any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).
- B. Any failure by Manchester Staff Limited to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

13. Non Disclosure of Information

The Client has entered into this Agreement, and agrees to the provisions of this Agreement. The Client agrees to the following:

- i. Keep the all information, commission payments, terms, and any contract details regarding the agreement, strictly confidential.
- ii. Not disclose the confidential information to any person without Manchester Staff Limited's prior written consent.
- iii. Act in good faith at all times in relation to Manchester Staff Limited, and their Applicant's, confidential information
- iv. Not use any of Manchester Staff Limited, or their Applicant's, confidential information for any purpose other than for the Engagement set out in this agreement.

14. Termination

This agreement may be terminated at any time after 28 days from the start of engagement by either party. However, if the agreement is terminated within 28 days from the start of engagement, the full marketing fee as set out in section 5 will be due by the Client to Manchester Staff Limited.

13. Variations and Amendments

This Agreement replaces any previous agreements or arrangements. No variation to these terms on behalf of Manchester Staff Limited can be made otherwise than in writing signed by a director of Manchester Staff Limited.

14. Force Majeure

Manchester Staff Limited shall have no liability for any delay or failure in performance of its obligations to the Client where this occurs from matters outside its reasonable control.

15. Late Payments

- A. Manchester Staff Limited will charge interest on all overdue debts under this Agreement. We reserve the right to claim all recovery costs and statutory interest at 8% above the Bank of England base rate for late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- B. As set out in Section 9 point C, any late payment will result in the Client relinquishing the entitlement to a rebate period.
- C. As set out in Section 5 point E, any late payment will result in an admin fee of £150 + VAT being charged.

16. Governing Law

This agreement shall be governed by the laws of England and Wales.