

## Fee Structure

The following scale of fees is produced in accordance with paragraph 3 of the accompanying Terms of Business for the introduction of permanent staff to be directly employed by the Client. The charges made for applicants introduced to the client is dependent on the annual remuneration of the applicant during the first 12 months of the Engagement as detailed in the Terms. This includes company car provision for which £2,000 will be added to the base salary. The minimum fee for a placement is £1,000. Please note that where a permanent vacancy is part-time, fees will be calculated based on the full time salary. Please read the Terms carefully.

Applicant Remuneration	% Fees
Below £14,000	13.5%
£14,000 - £19,999	15%
£20,000 - £24,999	17.5%
£25,000 - £29,999	20%
Over £30,000	25%

## Temporary to Permanent Introductions

Where the applicant is engaged on a permanent basis with the client subsequent to a temporary assignment through Corepeople, the temporary-to-permanent introductory charge shall be calculated in line with our standard fee structure, *less* the total amount of temporary margin accrued by Corepeople during the period in which the temporary worker was engaged on a temporary basis, subject to a maximum discount of 12 weeks' temporary margin accrual.

## Scale of Rebate

Where the Applicant leaves during the first 12 weeks of the Engagement, and in the event that a free replacement cannot be sourced, 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 paragraph 4 of our accompanying Terms of Business for the introduction of permanent staff to be directly employed by the Client.

There will be no refund where the Applicant leaves during or after the 13<sup>th</sup> week of the Engagement.

Week In Which The Applicant Leaves	% Of Introduction Fee Refunded
1 - 2	90%
3 - 4	75%
5 - 6	50%
7 - 8	40%
9 - 10	20%
11-12	10%

Minimum Fee in the event of the Client canceling the Engagement after an offer of an Engagement has been made to the Applicant (NOTE: This refers back to clause 4.2 of our Terms of Business for the Introduction of Permanent Staff to be directly employed by the Client.):

- 5% of the Remuneration where the annual Remuneration is £19,999 or less
- 7.5% of the Remuneration where the annual Remuneration is £20,000 or more

**NB The Client is advised to read carefully the accompanying terms, as no alteration can be accepted after the engagement of a temporary worker or the placement of a permanent applicant with the Client.**

## Terms Of Business For The Introduction Of Permanent Staff To Be Directly Employed By The Client

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply.

<b>“Agency”</b>	Corepeople Recruitment Limited (registered company no. 03682485) of Allergate House, Belmont Business Park, Durham DH1 1TW (“the Agency”);
<b>“Candidate”</b>	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;
<b>“Client”</b>	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;
<b>“Data Protection Laws”</b>	means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Engagement”</b>	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;
<b>“Introduction”</b>	means (i) the passing to the Client of a curriculum vitae 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 “Introduced” and “Introduces” shall be construed accordingly;
<b>“Introduction Fee”</b>	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
<b>“Losses”</b>	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;
<b>“Remuneration”</b>	includes gross 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 Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount of £2,000 will be added to the salary in order to calculate the Agency’s fee;
<b>“Replacement Candidate”</b>	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 12 weeks of the Engagement;
<b>“Vulnerable Person”</b>	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

1.2 Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation

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

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.

### 3. NOTIFICATION AND FEES

3.1 The Client agrees to:

3.1.1 notify the Agency immediately 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 3.2.

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 6 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).

3.2.1 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.

3.3 The Introduction Fee is calculated in accordance with the attached Fee Structure Schedule based on the Remuneration applicable during the first 12 months of the Engagement.

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 not be pro-rated.

3.6 The Client’s obligations under this clause 3 shall be performed without any rights of the Client to invoke set-off, deductions, withholdings or other similar rights.

3.7 VAT is charged at the standard rate on all fees.

3.8 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.

3.9 In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the

Agency or within 3 months of leaving the Agency, the Client shall be liable to pay the Agency a fee equivalent to the Introduction Fee calculated in accordance with clause 3.3. For the avoidance of doubt, the Client shall not be entitled to a refund for any fee due under this clause 3.9 in any circumstances.

#### **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 12 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 in the Schedule attached to these Terms.
- 4.2 In order to qualify for the refund set out in clause 4.1:
- 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, or if the Replacement Candidate's Engagement is terminated before the expiry of 12 weeks from the date of commencement of the Replacement Candidate's Engagement the Client will then be eligible for a refund, subject to the rest of this 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 3 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.

#### **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 6 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 3.3. 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.
- 6.2 Notwithstanding clause 6.1 the Client must 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.
- 6.3 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.
- 6.4 Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Agency shall, in addition to the obligations in clause 6.1, take reasonably practicable steps to:
- 6.4.1 obtain confirmation of the Candidate's identity;
  - 6.4.2 obtain confirmation 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; and
  - 6.4.3 obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

#### **7. INFORMATION TO BE PROVIDED**

- 7.1 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 and in the case of a position which involves working with Vulnerable Persons the matters in clause 6.4. 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**

- 8.1 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.

#### **9. LIABILITY**

- 9.1 The Agency 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 Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 9.2 The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the

Data Protection Laws, and/or as a result of any breach of, these Terms by the Client.

**10. NOTICES**

10.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

**11. SEVERABILITY**

11.1 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**

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