

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

1. **DEFINITIONS**

1.1 In these Terms of Business the following definitions apply:

"Candidate"	means the person introduced by the Company to the Client for an Engagement including any members of the Company's own staff;
"Client"	means the Person, School, Local Education Authority, Firm or Corporate Body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Candidate is introduced;
"Company"	means Eteach UK Limited of Academy House, Camberley, Surrey GU15 3HL
"Engagement"	means the engagement, employment or use of the Candidate by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement;
"Introduction"	means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to the Company to search for a Candidate; or the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to an Engagement of that Candidate by the Client;
"Remuneration"	includes base salary, 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 the services rendered to or on behalf of the Client

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in the Terms are for convenience only and do not affect their interpretation.

2. **THE CONTRACT**

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate.

2.2 Unless otherwise agreed in writing by a director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Company.

3. **NOTIFICATION AND FEES**

3.1 The Client agrees:

- a) to notify the Company immediately of any offer of an Engagement which it makes to a Candidate;
- b) to notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Company; and
- c) to pay the Company's fee within 14 days of the date of invoice.

3.2 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.

3.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of Nat West Bank from the due date until the date of actual payment.

3.4 The fee payable to the Company by the Client for an Introduction resulting in an Engagement is the amount equal to a percentage of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. This percentage is as per the following scale:

• Bursars and finance staff	18% first year salary
• Secretaries/admin/ HLTAs /Care staff	15% first year salary
• Class assts/LSAs/NNEBs	15% first year salary
• Teachers	15% first year salary
• Headteachers	20% first year salary

In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the 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.

4. **REFUND GUARANTEES**

4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 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 8 weeks from the commencement of the Engagement (except where the Candidate is made redundant) the fee will be rebated in accordance with the accompanying Scale of Rebates:

- Weeks 1 and 2, 100% rebate of the invoiced amount
- Weeks 3 and 4, 75% rebate of the invoiced amount
- Weeks 5 to 8, 50% rebate of the invoiced amount
- Weeks 9 to 12, 25% rebate of the invoiced amount

4.3 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 a minimum fee of 5% of the annual Remuneration.

4.4 Should the Client or any subsidiary or associated company of the Client subsequently reengage the Candidate 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 3.4 above becomes payable, with no entitlement to the refund.

5. **INTRODUCTIONS**

5.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an Engagement with that third party within 6 months of the initial Introduction renders the Client liable to payment of the Company's fee as set out in clause 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Candidate 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. **SUITABILITY**

6.1 The Company endeavours to ensure the suitability of any Candidate introduced to the Client. Notwithstanding this, the Client shall satisfy itself as to the suitability of the Candidate and shall take up any references provided by the Candidate and/or the Company before engaging such Candidate. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the criminal and medical history of any Candidate, and satisfying any medical and other requirements or qualifications required by law of the country in which the Candidate is engaged to work.

7. **LIABILITY**

7.1 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 a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. **LAW**

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