

## The Introduction of Permanent Staff

The Care 24/7 Healthcare Limited, an employment agency as defined by the Employment Agencies and Employment Business Regulations 2003 hereby provides personnel services including the assignment of workers on a permanent basis to its clients ("the Client") on the following terms.

### Definitions:

In these terms and conditions of business ("the Terms") the following expressions shall be given the following meanings:

"Applicant" means a person introduced by Care 24/7 Healthcare Limited to the Client to be considered for Engagement.

"Engagement" means the permanent employment or engagement of an Applicant by or on behalf of the Client whether under a contract of services or for services, an agency, partnership arrangement or any other engagement.

"Remuneration" shall mean the first years gross annualised basic salary plus guaranteed bonuses and commission earnings, allowances, inducement payments payable to the candidate for services rendered to and on behalf of the client and car allowance (which for the purposes of determining our fee shall be deemed to include the annual leasing or hire purchase cost of the car and a notional fee of £5,000 will be added on to the Remuneration). Where non-pecuniary benefits (such as life assurance or private medical expenses insurance) are guaranteed, we reserve the right to attribute a reasonable annual value for such benefits, which will be deemed as part of the Remuneration package for determining our fee.

"Retained Assignment" means the provision of specific recruitment services to a Client as set out in the Relevant Retained Assignment Agreement entered into between Care 24/7 Healthcare Limited and the Client.

### 1. Acceptance:

1.1 The interviewing of an Applicant that has been introduced by Care 24/7 Healthcare Limited, whether set up directly by the Client or through Care 24/7 Healthcare Limited, or the Engagement of an Applicant will be deemed by the Client as an acceptance of these Terms and an agreement to pay the fees set out in clause 2 below.

1.2 In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail.

1.3 These Terms supersede all previous terms of business.

1.4 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Care 24/7 Healthcare Limited 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. Fees:

2.1 The fees are calculated as set out in the following Fee Structure for Permanent Staff based on the Annualised Salary. (See P5 for Temporary Staff fee charges).

#### Contingent Assignment:

Salary Range:	to £19,999	£20,000 to £29,999	£30,000 to £39,999	£40,000 and above
Total Search Fee:	20%	22.5%	25%	30%

#### Retained Assignment:

Salary Range:	to £19,999	£20,000 to £29,999	£30,000 to £39,999	£40,000 and above
Commencement Fee:	6.5%	7.0%	7.5%	9.0%
Short-List Fee:	6.5%	7.0%	7.5%	9.0%
Completion Fee:	7.0%	8.5%	10%	12%
Total Fee:	20%	22.5%	25%	30%

2.2 The File Search fee is calculated as a percentage of the Annualised Remuneration of the Applicant. This File Search fee becomes payable from the first day of Engagement of the Applicant.

2.3 The Retained Assignment fee is paid by the Client in three stages as follows: a non-refundable Commencement Fee payable immediately upon agreement to commence the Retained Assignment; a non-refundable Short-list

Fee payable upon Care 24/7 Healthcare Limited presentation of three or more Applicants who meet the agreed specification criteria; a Completion Fee payable from the first day of Engagement of the Applicant.

2.4 Where the placement is part-time the salary will be equated to the full-time equivalent and the fee shall be levied on that salary.

2.5 VAT shall be payable on all fees at the prevailing rate.

2.6 Charges for advertising must be separately agreed in writing before the advertisement is placed and will be payable irrespective of whether an Applicant is Engaged.

2.7 All permanent and contract hires will be subject to a minimum fee of £5,000.

2.8 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 Agency the full fee calculated in clause 2.

### 3. Cancellation or searches on hold:

3.1 When a Retained Assignment is cancelled by the Client, or altered by the Client, an additional payment of 50% of the remaining fees plus advertising and other associated expenses will be paid by the Client.

3.2 When a Retained Assignment is cancelled by a client as a result of the role being filled internally or via a 3rd party i.e. another agencies candidate, an additional payment of 50% of the remaining fees plus advertising and other associated expenses, will be paid by the Client.

3.3 When a Retained Assignment is cancelled, the fees paid or outstanding cannot be transferred to another retained assignment.

3.4 The maximum amount of time a Retained Assignment can be placed on hold for is 90 days, If the assignment is still on hold or cancelled after 90 days, 100% of the fees owed will be paid by the Client;

### 4. Confidentiality:

The introduction of a Curriculum Vitae or Applicant details is provided in the strictest confidence to the Client. The passing of an Introduction to another person, firm or company by the Client which results in an Engagement renders the Client liable to pay Care 24/7 Healthcare Limited File Search fee, as if that Client had engaged the Applicant. The Client must obtain the permission of Care 24/7 Healthcare Limited prior to passing an Introduction to another person, firm or company. The Clients' will not breach confidentiality by approaching an Applicant's employer once the Client has made an offer of Engagement in writing to the Applicant, and received a written acceptance from the Applicant.

### 5. Refund:

5.1 Should the Engagement of an Applicant terminate within a period of 12 weeks from the date of commencement of Employment (and written confirmation of termination is made to Care 24/7 Healthcare Limited within 7 days of the termination date of the Engagement), then Care 24/7 Healthcare Limited will refund the fee payable under clause 2 in proportion to the number of weeks unexpired from the date of commencement of the Engagement. If the candidate works a notice period following termination, the period will be calculated from start date to leaving date of the candidate. Care 24/7 Healthcare Limited may offer the client a free replacement within the refund period, this option will remain at Care 24/7 Healthcare Limited discretion

- In order to qualify for the following refund, the Client must pay the Agency's fee within 30 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

- Should the Client or any subsidiary or associated Agency of the Client subsequently engage or re-engage the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 2 above becomes payable, with no entitlement to the refund.

5.2 Redundancy, constructive or unfair dismissal or significant alterations to the original job specification against which the Applicant was employed or engaged will nullify this guarantee.

### 6. File Search Fee:

The File Search fee will be charged and be payable by the Client if an Applicant is engaged by the Client within 12 months of the date of the original introduction of the Applicant to the Client by Care 24/7 Healthcare Limited.

### 7. Payment terms:

All fees due hereunder shall be paid by the Client within 30 days of the date of the invoice by The Care 24/7 Healthcare Limited. Should payment of the fee remain overdue (whether in full or part) for more than 7 days over the due day then The Care 24/7 Healthcare Limited reserves the right to charge the Client interest on all debts from the due date to the date of payment at the rate of 1.0% per month or part of a month together with the costs (if any) of instructing solicitors to effect recovery after 30 days of the invoice date.

### 8. Obligations of the Client:

8.1 The Client will notify Care 24/7 Healthcare Limited immediately an offer of employment or engagement is accepted by an Applicant, together with details of the Applicant's Remuneration.

8.2 The Client shall satisfy itself as to the suitability of any Applicant for the purposes of the vacancy for which the Applicant has been introduced. Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to take up references and to check the validity of qualifications. The Client shall be responsible for obtaining any work or other permits and for ensuring that the Applicant satisfies any medical requirements or other qualifications that may be appropriate or required by law.

8.3 The Client undertakes not to employ or engage or seek to employ or engage members of the staff of Care 24/7 Healthcare Limited but if any such member of staff accepts an Engagement within 3 months of such member leaving the employment or engagement of Care 24/7 Healthcare Limited, then the Client shall be liable to pay The Care 24/7 Healthcare Limited fees as set out in clause 2 as if such member had been introduced by Care 24/7 Healthcare Limited.

8.4 The Client consents to the disclosure by Care 24/7 Healthcare Limited to Applicants of information relating to the Client.

**9. Obligations of The Care 24/7 Healthcare Limited:**

9.1 The Client accepts that no warranty as to the suitability of the Applicant can be given by Care 24/7 Healthcare Limited.

9.2 Care 24/7 Healthcare Limited cannot guarantee to find a suitable Applicant for each vacancy.

**10. Liability and Indemnity:**

10.1 Whilst Care 24/7 Healthcare Limited will endeavour to provide a good standard of integrity and an efficient service it cannot accept any liability for damage or loss howsoever caused arising from the introduction of any Applicant, nor from any representation or statement, expressed or implied, given by or on behalf of The Care 24/7 Healthcare Limited or the Applicant. Care 24/7 Healthcare Limited responsibility is strictly limited to the introduction of Applicants and selection of an Applicant is the Client's exclusive responsibility.

10.2 Neither Care 24/7 Healthcare Limited or any of its employees shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with: Failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he or she is required by the Client; Any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; Any loss, injury, damage, expense or delay incurred or suffered by an Applicant.

10.3 The Client hereby undertakes to indemnify Care 24/7 Healthcare Limited in respect of any and all liability of Care 24/7 Healthcare Limited UK for: Any loss, injury, expense or delay suffered or incurred by an Applicant, howsoever caused; and Any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts or omissions of the Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

10.4 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Care 24/7 Healthcare Limited UK set out herein are reasonable and reflected in the fee payable to Care 24/7 Healthcare Limited hereunder and shall accept risk and/or insure accordingly.

10.5 Nothing in this Agreement shall limit or exclude any party's liability for death or personal injury caused by the negligence, or to the extent otherwise permitted by law.

**11. Miscellaneous:**

11.1 The waiver, expressed or implied, by either party of any right under this Agreement or any failure to perform or breach by the other shall not constitute or be deemed a waiver of any other right under this Agreement or of the same right on another occasion.

11.2 Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any person (other than the parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.3 Care 24/7 Healthcare Limited shall have no liability for any delay or failure in the performance of its obligations to the Client where this arises from matters outside its reasonable control.

**12 Governing Law:**

This Agreement shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

By signing these terms both representatives confirm they are fully authorized to enter into this agreement on behalf of their respective companies.

**Client Representative:**

Name:

Date:

Position:

Signature:

**Care 24/7 Healthcare Limited Representative:**

Name:

Date:

Position:

Signature: