1 Terms of Business Permanent Workers

INTEGRA PEOPLE LIMITED TERMS OF BUSINESS FOR THE HIRE OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

1. In these Terms of Business the following definitions apply:
"Applicant" means the person introduced by Integra People Limited to the Client for an engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of Integra People Limited own staff.
"Client" means the person firm or corporate body, together with any subsidiary or associated company as defined by the Companies Act 1985, to which the applicant is introduced.
"Agency" means Integra People Limited hereafter referred to as Integra People of 4a Olympic Park, Woolston Grange Avenue, Birchwood, Warrington, WA2 0YL.
"Engages" / "Engaged" / "Engagement" means the engagement, employment or use of the Applicant by the Client or any third party 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; directly or through a limited company of which the Applicant is an officer or employee.
"Introduction" means the Client's interview of an Applicant in person or by telephone, following the Client's instruction to Integra People Limited to search for an Applicant; or the passing to the Client of a Curriculum Vitae or information that identifies the Applicant and leads to an Engagement of the Applicant.
"Remuneration" includes 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 or receivable by the Applicant for services rendered to or on behalf of the Client. Where a Client provides a company car, a notional amount of £ 5,000.00 will be added to the salary in order to calculate Integra People Limited fee. Where a car allowance is given the full amount of that allowance will be added to the salary in order to calculate Integra People Limited fee.
Unless the context requires otherwise, references to the singular include the plural.
The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT
These terms constitute the contract between Integra People Limited and the Client and are deemed to have been accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about an Applicant to any third party following an Introduction. These terms contain the entire agreement between the parties and prevail over any other terms of business or purchase conditions put forward by the Client. Variations to these Terms will only be valid if they are agreed in writing between the parties, with a date from which the variations take effect.

3. NOTIFICATION
The Client agrees:
1) To notify Integra People Limited immediately of any offer of an Engagement that it makes to an Applicant.
2) To notify Integra People Limited immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Integra People Limited;
3) To pay Integra People Limited their fee within 7 days of the invoice.
Integra People Limited reserves the right to charge interest on any accounts that remain outstanding at the rate of 8% above the London Inter-Bank offer rate until the account is settled.

4. FEES
The fee payable by the Client to Integra People Limited for the Introduction of an Applicant who subsequently accepts an Engagement is calculated as a percentage of the Applicant's anticipated annual Remuneration during the first 12 months of the placement. The fee is payable for any Engagement that takes place within six months of the original Introduction.
The fee varies according to Remuneration as follows: -

Annual Remuneration Rate	
Up to £24,999	22%
£25,000 to £49,999	25%
£50,000 and above	30%

VAT is payable in addition to any fee due. Integra People Limited may alter this scale from time to time and, if appropriate, the Client will be advised in writing.

4.a RETAINED ASSIGNMENTS
In the case of retained searches where the precise annual salary is not known in advance, it will be estimated for the purpose of calculating the first two instalments of the Introduction Fee. The final instalment will be based on the actual salary with any adjustments made. The Introduction Fee will be payable in the following instalments:
a) one third upon our acceptance of your instructions regarding the assignment
b) one third upon presentation of a short-list of candidates
c) the final instalment upon commencement of the engagement.
In the event that you terminate the assignment before its conclusion, the initial instalment becomes a cancellation fee and is non-refundable. Entitlement to a rebate as per clause 5 below will only apply to the final instalment.

4.b FIXED TERM CONTRACTS
In the event that the Client engages an Applicant on a fixed term contract, where they are employed directly by the client, the fee shall be calculated as a percentage of the Applicant's Remuneration, calculated on a pro-rata basis in accordance with the length of the contract and in accordance with the Introduction Fee (see clause 4 above). The minimum contract period is 6 months. In the event that the contract is renewed or extended after its initial term, further fees are payable in accordance with the Introduction Fee until such time as the contract ceases or is confirmed as a permanent position. In the latter case a fee is then payable in accordance with the Introduction Fee. No rebate is payable on Contract fees or where contracts convert into permanent positions.

5. FREE REPLACEMENT
Should the Client opt for the free replacement facility, where the Applicant has left within the first 2 weeks of employment, Integra People Limited will use reasonable efforts to find a suitable replacement for a period of 12 weeks thereafter. On successful replacement Integra People Limited will credit the original invoice and re-invoice the Client for the replacement. Should the replacement subsequently leave, however, there will be no rebate due to the Client.
Any changes to the fee structure negates these rebate terms, unless approved in writing by a Director of Integra people Ltd.
If within 6 months of the termination, the Client re-engages the Applicant or introduces them to any other person, firm or company where they are subsequently Engaged in a permanent or temporary position, the Client will have to pay Integra People Limited the full Introduction Fee.

6. INTRODUCTIONS
Applicant Introductions are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Integra People Limited that results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Integra People Limited fee as set out in section 4 of this document.
An Introduction fee calculated in accordance with section 4 will be charged in relation to any Applicant Engaged as a consequence of or resulting from an Introduction by or through Integra People Limited, whether direct or indirect within 6 months from the date of Integra People Limited Introduction.
In the event of any employee of Integra People Limited with whom the client has had personal dealings accepts an Engagement with the Client within 3 months of leaving Integra People Limited employment, the Client shall be liable to pay an Introduction fee as calculated in section 4 of this document.

7. SUITABILITY AND REFERENCES
1) Integra People Limited endeavours to ensure the willingness of any Applicant introduced to accept the position the Client wishes to fill and their suitability by obtaining confirmation of the Applicant's identity, experience, training, qualifications and professional status as required by law, the Client or a professional body. When proposing an Applicant to a Client, Integra People Limited shall inform the Client of such matters noted above where they have obtained confirmation. If this information is provided verbally it will be confirmed in written form, either in hard copy or electronically, within 3 working days.
2) Integra People Limited endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position that the Client seeks to fill and to ensure that it would not be detrimental to the interests of either party for the Applicant to work in the position the Client seeks to fill.
3) Notwithstanding the above, the Client shall satisfy itself as to the suitability of the Applicant and take up any references provided by the Applicant before engaging the Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations in to medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
4) To enable Integra People Limited to comply with its obligations under points 1, 2 and 3 above the Client undertakes to provide Integra People Limited with details of the position it seeks to fill, the type of work required of the Applicant, its location and hours, the experience, training, qualifications, and any authorisation required by law, the Client or a professional body for the Applicant to possess in order to work in the position and any risks to Health and Safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date of
commencement, the likely duration of the work, the remuneration and payment intervals and the notice periods applicable to both parties.

8. SPECIAL SITUATIONS
Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position that the Client seeks to fill, Integra People Limited will take all reasonable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If Integra People Limited is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

9. LIABILITY
Integra People Limited shall not be liable under any circumstances for any loss, damage, expense, delay, costs or compensation (whether direct, indirect or
consequential) that may be suffered or incurred by the Client arising from or in any way connected with Integra People Limited seeking an Applicant for the Client or from the failure of Integra People Limited to introduce
any Applicant. For the avoidance of doubt, Integra People Limited does not exclude liability for death or personal injury arising from its own negligence.

10. DATA PROTECTION
The Client will only use and process information provided by Integra People Limited on Applicants for recruitment purposes and in accordance with UK Data Protection legislation. To improve the service provided and for training purposes, Integra People Limited may monitor or record communications (for example, by telephone and e-mail).

11. ALTERATIONS
No alterations to these Terms shall have effect unless confirmed in writing by either a Director of Integra People Ltd.
These Terms are governed by the law of England, Wales and Scotland and are subject to the exclusive jurisdiction of the Courts of England, Wales and Scotland.