



MEP RESOURCING
MECHANICAL | ELECTRICAL | PLUMBING



Terms of business

Supply of Permanent Labour

www.mepresourcing.co.uk



The Parties

1. MEP Resourcing Limited (registered company no. 08107628) of Military House, 24 Castle Street, Chester, Cheshire, CH1 2DS ("the Employment Business" or "the Company")

2. [REDACTED]
(registered company no. [REDACTED]) of [REDACTED] ("the Client").

Definitions

1.1 In these Terms of Business, the following definitions apply: "Applicant" means the person introduced by the Company to the Client for an Engagement including Engagement of the Company's own staff;

"Client" means the person, firm or corporate body together with any subsidiary associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;

"Engagement" means the engagement, employment or use of the Applicant by the Client on a permanent basis, temporary or contract basis; under a Company, licence, franchise or partnership agreement; or any other engagement directly or through a limited company of which the applicant is an office or employee;

"Introduction" means the Client's interview of an Applicant in person or by telephone; or the passing to the Client of a CV or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;

"Total Remuneration" means full first year salary receivable by the Applicant for services rendered to or on behalf of the Client AND all additional guaranteed monetary payments paid as part of an Applicant's first year financial package;

Unless the context requires otherwise, references to the singular include the plural. The headings contained in these terms of business are for convenience and do not affect their interpretation.

2. The Contract

2.1 These Terms of Business constitute the contract between the Company and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the engagement of an Applicant or the passing of any information about the Applicant to any third party following any Introduction. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Company, these terms of business prevail over any other terms of business or purchase conditions put forward by the client.

2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company 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.

3. Notification and Fees

3.1. The Client agrees:

3.1.i. to notify the Company immediately of any offer of an engagement which it makes to the Applicant;

3.1.ii. to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Total Remuneration to the Company; and

3.1.iii. unless otherwise agreed in writing to pay the Company's fee calculated in accordance with clause 3.9 within [REDACTED] days of the date of the invoice.

3.2. Contingent Placements: No fee is incurred by the Client until the Applicant commences the Engagement at which time the Company will render an invoice to the Client for its fees as per clause 3.9.

3.3. Retained Assignments: The expected fee as per clause 3.9 will be split into 3 equal amounts which will be invoiced on each of:

3.3.i. commencement of retained assignment;

3.3.ii. the submission and acceptance by Client of suitable shortlist;

3.3.iii. confirmation of start date by Applicant

3.4. Contract Hire: in the event that an Applicant submitted for a Permanent Engagement accepts temporary or contract work with the client then one of the following outcomes will prevail:

3.4.i. applicant will be paid as a Contractor through the Company and a minimum fee of 15% will be charged on top of the applicant's accepted daily employment costs or day rate. Should the Client then Engage the Applicant on a permanent or direct hire basis within 12 months from the last day of temporary or contract hire then a fee will be payable as calculated in line with Clause 3.9.

3.4.ii. applicant will be paid as a contractor by the client or client's selected 3rd party payroll provider and a finder's fee will be payable as calculated in line with Clause 3.9.

3.5. In the event that the engagement is for a fixed term of less than 12 months, and agreed amends to the fee due as in Clause 3.9 will be confirmed in writing by a Company Director. If the Engagement is extended beyond the initial fixed term or 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 following the initial fixed term up to the termination of second Engagement or the first anniversary of its commencement, whichever is sooner. In this instance any deviation from the fee due as set out in clause 3.9 will again need to be confirmed in writing by a Company Director. If the Client subsequently engages or re-engages the Applicant within a 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 3.9 becomes payable with no entitlement to the refund.

3.6. Where the actual Remuneration is not communicated to the Company, the Company will charge an Introduction Fee calculated in accordance with Clause 3.9 based on its determination of the Total Remuneration taking into account the market rate level of Total Remuneration applicable for the position in which the Applicant has been Engaged and with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally. For "Commission Only" roles the fee due will be agreed in writing by the Company Director at the start of the recruitment process and will not be less than £10,000.

3.7. The Company reserves the right to charge interest to invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of the actual payment, from time to time.

3.8 UK VAT will be charged on the fee if applicable.

3.9. FEE STRUCTURE: 25% of Total Remuneration

4. Scale of Refund

4.1. In order to qualify for the rebate, the Client must pay the Company's fee within as outlined in clause 3.1.iii and must notify the Company in writing of the termination of the Engagement within 7 working days of the termination.

4.2. If the appointment of an applicant is terminated for reason other than redundancy / lay off or the applicant resigns within the rebate period, the company will pay a rebate to the

Client, subject to Paragraph 4.1. The rebate payment will be calculated on a pro rata basis of completed working days within 8 weeks from commencement date.

4.3. The Company's obligations under this clause shall be performed without any right of the Client to invoke set-off, deductions, withholdings, or other similar rights.

4.4. It is a condition precedent to any post Engagement benefit, such as rebate, refund, replacement, discount guarantee or any other form of warranty mentioned in or otherwise inferred from these Terms of Business, that the relevant invoice is paid to terms.

5. Cancellation Fees

5.1. Retained Assignments: If, at any stage during the process the Client decides to withdraw from the process then the payment for the stages completed by the company will be invoiced.

6. Introductions

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Company's fee as set out in Clause 3.9 with no entitlement to any rebate.

6.2. An introduction fee calculated in accordance with Clause 3.9 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 12 months from the date of the Company's Introduction.

6.3. In the event that any employee of the Company with whom the Client has had personal dealings with accepts an Engagement with the Client within 6 months of leaving the Company's service, the Client shall be liable to pay an Introduction fee in accordance with Clause 3.9.

7. Suitability & References

7.1. The Company is happy to take up references on the Client's behalf but strongly recommends that the Client make independent enquiries into any Applicants' background to satisfy Applicant suitability for the Engagement. The Company makes no warranty, express or implied, as to the suitability and qualifications of any Applicant introduced to the Client, although every effort is made to ensure the suitability of the Applicants introduced and to maintain a high standard of service to the Client.

8. Liability

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

9. Severability

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.

10. Non-UK Based Clients

10.1. In addition to Conditions 1 to 9 and 11, save where varied by this Condition 10, the following provisions shall apply to Clients who are incorporated or whose registered office or principal place of business is located outside of the United Kingdom:

10.1.i. Payment currency will be stated on the invoice.

10.1.ii. If required, the exchange rate to be used to calculate the pounds sterling equivalent of the Remuneration shall be that quoted by European Central Bank on the day the Applicant commences his/her appointment with the Client.

10.1.iii. All invoice amounts will be stated net of any Withholding Tax requirement.

10.1.iv. Payments of all sums must be made by direct transfer to a bank account nominated by the company from time to time;

10.1.v. Client shall be responsible for arranging and paying for all costs in respect of the Applicant in travelling to the work location, including, air fares, airport taxes and surcharges;

10.1.vi. Client shall be responsible for all costs in respect of visas, work permits, residence permits, exit visas, medical certificates health and fitness tests and other documentation as may be required to enable the Applicant to travel to and perform the duties in the work location. For the avoidance of doubt, the company shall not be responsible for any losses (including, without limitation, loss of profit), damages, costs or expenses incurred or suffered by the Client, whether directly or indirectly by reason of delays in or failure of departure or transportation for any reason whatsoever

11. Law

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

Signature:

Print Name:

Job Title:

Date: