



## TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF PERMANENT STAFF

Uber People Limited (hereinafter referred to as the Agency) agrees to supply Candidates to the Client upon the following terms and conditions.

### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“Candidate”</b>	means a person introduced by the Agency to the Client for an Engagement including any members of the Agency’s own staff.
<b>“Client”</b>	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Candidate is introduced.
<b>“Engagement”</b>	means the engagement, employment or use of the Candidate 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 Candidate is an officer or employee.
<b>“Introduction”</b>	means (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to the Agency to search for a Candidate; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Candidate; and which leads to an Engagement of that Candidate.
<b>“Remuneration”</b>	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 to or receivable by the Candidate for services rendered to or on behalf of the Client.

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

### 2. THE CONTRACT

2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement

of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.

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 of Business prevail over any other terms of business or purchase conditions 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 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.

### 3. NOTIFICATION AND FEES

3.1. The Client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Candidate.
- b) To notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Agency; and
- c) To pay the Agency's fee within 7 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Candidate commences the Engagement, when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate prevailing in the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until the date of payment.

3.4 The fee (plus VAT) payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to a percentage of the annual Remuneration as laid out in the table below:

<b>Remuneration</b>	<b>Percentage</b>
Up to £15,999	15%
£16,000 - £19,999	17.5%
£20,000 - £24,000	20%
£25k +	25%

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of 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.

3.6 If the Client subsequently engages or re-engages the Applicant 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.

3.7 Where advertising is undertaken specifically for the Client and at their request, all related costs will be agreed in advance and charged to the Client. Payment will be due on confirmation of advertising space with the chosen media.

#### **4. REFUNDS**

- 4.1. In order to qualify for the following scale of refund, the Client must pay the Agency's fee within 7 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.
- 4.2. If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out below, subject to the conditions in clause 4.1.

Termination of Employment	Refund of Fees
Up to 4 weeks	50%
5 – 10 weeks	25%

- 4.3 There will be no refund where the Applicant leaves during or after the 11th week of the Engagement.
- 4.4 In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

#### **5. CANCELLATION FEE**

- 5.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 50% of the original fee.

#### **6. INTRODUCTIONS**

- 6.1. Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2. 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 Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 6.4 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

## **7. SUITABILITY AND REFERENCES**

- 7.1. The Agency endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation reasonably required by the Client or applicable law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.
- 7.2. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 7.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 7.4. Notwithstanding clauses 7.1, 7.2 and 7.3 above the Client shall be solely responsible for satisfying itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Agency before engaging the Candidate. 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 into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 7.5. To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; 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; and any risks to health or 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 the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

## **8. LIABILITY**

The Agency accepts no liability for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) howsoever caused which may be suffered or incurred by the Client arising from or in connection 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.

## **9. LAW**

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

**AGREEMENT**

CLIENT: \_\_\_\_\_

COMPANY NUMBER: \_\_\_\_\_

CLIENT'S REGISTERED OFFICE: \_\_\_\_\_

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THE CLIENT agrees to utilise the services of Uber People Ltd in accordance with the Terms of Business above.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

**For and on behalf of UBER PEOPLE LIMITED**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

**For and on behalf of:** \_\_\_\_\_  
**(Client)**