

Terms of Business – VetRecruit Ltd

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Agency"	means VetRecruit Limited of Bank Chambers, 1/3 Woodford Avenue, Gants Hill, Ilford, Essex, IG2 6UF; registered in England and Wales under company number 06056910 (VAT Reg. 920236656);
"Applicant"	means the person introduced by the Agency to the Client for a Placement including any officer or employee of the Applicant if the Applicant is a limited company or business corporation of any kind;
"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 by the Agency;
"Introduction"	means the passing to the Client of an Applicant's Curriculum Vitae, or an Applicant's contact details or information which identifies the Applicant and which may lead to a Placement of that Applicant;
"Placement"	means the engagement, employment or use of the Applicant by the Client or any third party, directly or through a limited company of which the Applicant is an officer or employee;
"Locum Placement"	applies where the Client engages the services of the Applicant on either a self-employed basis or as services supplied by a Limited Company; the Applicant is responsible for declaring PAYE and National Insurance contributions on earnings;
"Permanent Placement"	applies where the Client engages the services of the Applicant on an ongoing basis under a contract of employment and will be deducting PAYE and National Insurance contributions on the Applicant's earnings at source;
"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 due or received by the Applicant (or a limited company of which the Applicant is an officer or employee) 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 titles, subtitles and headings contained in these Terms of Business are for ease of reference only and do not affect the interpretation of the Terms of Business themselves.

2 CONTRACT

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

- 2.2 These Terms of Business contain the entire agreement between the parties and unless otherwise agreed in writing by an officer of VetRecruit Limited these Terms of Business prevail over any other terms or conditions put forward by the Client or Applicant.
- 2.3 No variation to these Terms of Business shall be valid unless the details of such variation are agreed between the Agency and the Client, set out in writing, signed by a person who is an officer of VetRecruit Limited at the time of signing and a copy of such a document is given to the Client stating the date on or after which such varied terms shall apply.

3 INTRODUCTIONS, NOTIFICATION AND FEES

- 3.1 The Client agrees to notify the Agency immediately of any offer of a Placement which it makes to an Applicant.
- 3.2 The Client agrees to notify the Agency immediately that its offer of a Placement to the Applicant has been accepted.
- 3.3 The Client agrees to pay the Agency's fee within 14 days of the date of invoice. The Agency reserves the right to charge interest on 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 payment.
- 3.4 Introductions of Applicants by the Agency are confidential and the Client agrees to treat them as such. The disclosure by the Client, directly or indirectly, to a third party of any details of an Applicant introduced by the Agency which results in a Placement with that third party within 6 months of the Agency's Introduction renders the Client liable to payment of a fee as set out in section 8 of these Terms of Business, with no entitlement to any refund.
- 3.5 If the Client engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Placement or withdrawal of the offer of a Placement, a fee as set out in section 8 of these Terms of Business becomes payable.
- 3.6 The fee payable to the Agency by the Client for an Introduction resulting in a Placement is calculated in accordance with section 8 of these Terms of Business.
- 3.7 In the event that the Client changes the Placement for the Applicant from a Locum Placement to that of a Permanent Placement then a full Permanent Placement fee, as set out in section 8 of these Terms of Business, applies. This fee is in addition to Locum Placement fees billed to that point.

4 REFUNDS AND CANCELLATIONS

- 4.1 If a Permanent Placement terminates less than 12 weeks from the commencement of that Placement (except where the Applicant is made redundant) the Agency's fee will be refunded to the Client in accordance with section 8 of these Terms of Business, provided written confirmation of the termination of the Placement is provided by the Client to the Agency within 14 days of the termination.
- 4.2 If, after an offer of Placement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a fee as indicated in section 8 of these Terms of Business.
- 4.3 Should an Applicant not be able to attend or complete a Placement, the Agency will endeavour to find an alternative Applicant for the Placement. However, VetRecruit Limited is not liable for any compensation claims by the Client.

5 SUITABILITY AND REFERENCES

- 5.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 5.2 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 Applicant for the Applicant to work in the position which the Client seeks to fill.
- 5.3 The Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such 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 into the 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.
- 5.4 The Client is responsible for taking all practicable steps to ensure the health and safety of the Applicant during any interview, assessment or visit to the Client's premises and, if applicable, during the Applicant's engagement by the Client in a Placement.
- 5.5 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 Applicant would be required to do; the location and hours of work; the experience, training, and qualifications which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position. In addition the Client shall provide details of the date the Client requires the Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

6 LIABILITY

- 6.1 The Agency 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 Agency seeking an Applicant for the Client or from the Introduction to or Placement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant.
- 6.2 The Agency cannot guarantee the suitability or availability of any Applicant introduced to the Client.

7 LAW

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

8 SCHEDULE OF FEES

- 8.1 For Locum Placements, the Client agrees to pay the Agency 16.00GBP per day for the length of the Placement, with a minimum charge of 64.00GBP. VAT will be charged on the total amount payable. For example, a 5 day Locum Placement will attract a fee of 80.00GBP excluding VAT.

- 8.1.1 If the Introduction of a Locum Applicant leads to the Permanent Placement of that Applicant then an additional Permanent Placement fee will be charged, as set out in clause 8.2.
- 8.1.2 If the services of the Applicant are engaged or re-engaged within 6 months of the last day of employment of a previous Introduction, this is deemed as an Introduction by the Agency and normal fees apply.
- 8.1.3 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 Agency a cancellation fee of 50.00GBP for a Locum Placement of any duration.
- 8.2 For Permanent Placements, the Client agrees to pay the Agency 5 per cent of the Applicant's predicted gross annual salary from the Placement based on the amount due to be paid to the Applicant by the Client in the first 3 months. VAT will be charged on this amount. For example, a Permanent Placement in which the Applicant is due to be paid 2500.00GBP (gross) per month for the first three months will attract a fee of 1500.00GBP excluding VAT.
- 8.2.1 If the services of the Applicant are engaged or re-engaged within 6 months of the last day of employment of a previous Introduction, this is deemed as an Introduction by the Agency and normal fees apply.
- 8.2.2 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 a cancellation fee of 350.00GBP for a Permanent Placement.
- 8.2.3 If the Placement is terminated during its first 12 weeks, a partial refund of the Agency's fee shall be paid to the Client subject to the conditions laid down in these Terms of Business. The refund paid will be 75 per cent of the Agency fee if the termination occurs before the end of the 4th week of the Placement, 50 per cent of the Agency fee if the termination occurs after the end of the 4th week of the Placement but before the end of the 8th week of the Placement and 25 per cent of the Agency fee if the termination occurs after the end of the 8th week of the Placement but before the end of the 12th week of the Placement.
- 8.3 Applicants using the Agency to find work are NOT liable for payment of any Agency fees.

* * *