

Terms of Business for the introduction of staff to be directly employed by clients.

Permanent Staff.

1. These Terms and Conditions of Business are between Skillsco UK Limited (hereinafter called the COMPANY) and the Employer Client (hereinafter called the CLIENT) and are deemed to be accepted by the client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract of service or for services, or under an agency, licensee or franchise arrangement) of an applicant introduced by the company. The word introduced shall be deemed to include the provision of any details of a candidate whether oral or written for permanent employment.
2. The Client agrees:
 - a) to notify the Company immediately an engagement is accepted and
 - b) to pay the fee of the Company within 28 days of commencement of the engagement.
3. The fee payable to the Company by the Client for the introduction of the applicant is calculated as set out in the scale of fees below on the gross remuneration which the applicant is entitled to earn during the first twelve months of employment with the Client. Remuneration includes all salary, payments and other taxable emoluments payable to or receivable by the applicant for services rendered to or on behalf of the Client. VAT will be charged in addition to the fee.

Scale of Fees

Yearly Salary	Fee Percentage
£0 - £13,999	10%
£14,000 - £20,000	12.5%
£20,000 +	15%

- Fees for short-term contracts by negotiation.
- Fees for temp to perm arrangements by negotiation

4. Should the relevant employment terminate before the expiry of eight weeks (save where, as a result of the applicant being made redundant by the Client), the fee will be rebated in accordance with the Scale of Rebate below, provided that the Client notifies the Company in writing within five days of the termination of employment and has paid the Company's fees within fourteen days of the date of the invoice. If, after the offer of engagement has been accepted by the applicant, the Client decides for any reason not to proceed with the appointment, it shall be liable to pay the Company the minimum fee indicated on the Scale of Rebate. Should the Client or any subsidiary or associated company of the Client subsequently re-engage the applicant within the period of eight weeks from the date of termination, a full fee in accordance with paragraph 3 above becomes payable.

Scale of Rebate

- within 0-2 weeks	100% rebate or free replacement
- within 2-4 weeks	75% rebate
- within 4-6 weeks	50% rebate
- within 6-8 weeks	25% rebate

5. Introductions are confidential. The passing on of an introduction to another employer which results in an engagement renders the Client liable to payment of the Company's fee as set out in paragraph 3.
6. An introduction fee calculated in accordance with paragraph 3 of these terms will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Company, even though the introduction may be made indirectly. The term applicant refers to the person introduced by the Company by the Client, including any member of the Company's own staff.
7. The Company endeavours to ensure the suitability of any applicant introduced to the Client. The Client shall, notwithstanding, satisfy himself as to the suitability of any applicants and shall take up any references provided by any applicant and/or the Company before engaging such applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any applicant and satisfy any medical and other requirements or qualifications required by law.
8. The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Company seeking an applicant for the Client or the introduction by the Company to the Client of any applicant or the engagement of any applicant by the Client.
9. No variation can be made to these terms without the written consent of a Director of the Company.

skillsco

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