



Permanent Recruitment - Client Terms & Conditions

between

Shorterm Limited, a company registered in England and Wales with registered number 1064271 and a registered address at The Barn, Philpots Close, Yiewsley, Middlesex UB7 7RY ("Shorterm"); and

<ClientName> a company registered in England and Wales with registered number <CRN> and a registered address at <ClientRegAddress> ("Client").

Background

The Client requires additional permanent staff (each an "Individual") and Shorterm agrees to provide a staffing solution for the recruitment of Individuals for the Client on the terms and conditions set out herein (the "Agreement").

1. Definitions and Interpretation

In this Agreement, the following terms shall have the meanings set out below:

"Individual" shall include, without limitation, any individual introduced to the Client by Shorterm;

"Client" shall include any subsidiary, affiliate or associate company of the Client;

"Engagement" shall include temporary or permanent employment, hiring or sub-contracting of the Individual by the Client, within a period of 12 (twelve) months from the Introduction of the Individual;

"Fee" shall be the fee payable to Shorterm by the Client in consideration for the Services;

"Introduction" shall include any submission of personal and/or professional details of a potential Individual by Shorterm to the Client. Furthermore, it shall include any arrangement of interviews of the Individual by the Client either in person or via telephone.

"Job Description" means the requirements expected from Individuals for each vacancy. The Job Description shall contain as a minimum the details requested in Appendix 1 and shall be agreed with the Client in writing (including email);

"Remuneration" means the projected gross sum payable by the Client to the Individual for the employment or engagement of an Individual calculated on an annualised basis. For the avoidance of doubt this includes salary and any guaranteed or anticipated bonus or commission payments.

Words in the plural include the singular and vice versa.

2. The Agreement

These terms and conditions ("Agreement") shall replace any terms and conditions existing or proposed between the parties, and shall hereafter govern all dealings between the Client and Shorterm.

This Agreement becomes binding immediately on the sooner of:

- i) the parties signing this Agreement;
- ii) the Client requesting to interview an Individual introduced by Shorterm; or
- iii) the Client receiving personal information from Shorterm concerning an Individual.

3. Appointment

i) Unless Shorterm is informed of the contrary at the time the Client informs Shorterm of its requirement for an Individual, the Client hereby appoints Shorterm as its exclusive provider of Services in respect of each such request for the Term.

ii) Shorterm is hereby authorized to advertise in any medium it deems appropriate to source Individuals for the Client.

4. The Services

i) Shorterm shall introduce Individuals to the Client according to the Job Description submitted by the Client.

iii) Shorterm will use its best endeavours to introduce suitable Individuals in accordance with the Job Description, and in line with clause 8 below and as set out in Appendix 1 and 2.

5. The Client's Responsibilities

i) The Client shall pay the Fees set out in Clause 6.

- ii) The Client shall provide a Job Description in respect of each requirement, which shall include all details necessary for Shorterm to check suitability in accordance with clause 8, including for the avoidance of doubt, the information set out in Appendix 1.
- iii) At the time of an Introduction by Shorterm, the Client must confirm immediately in the event that the Client is already aware of the Individual or if the Individual has been introduced by another party.
- iv) The Client shall satisfy itself as to the suitability of the Individual prior to the Engagement of the Individual.
- v) The Client shall comply with all applicable equal opportunities legislation in respect of its selection of Individuals for interview and Engagement.
- vi) The Client shall be responsible for obtaining any references or arranging medical tests for the Individual.
- vii) If the Individual is entitled as a matter of law to be reimbursed for expenses incurred in attending interviews or otherwise being considered for a vacancy, such costs shall be borne by the Client.
- viii) The Client shall be responsible for obtaining any work permit or other permits that may be applicable.
- ix) The Client shall notify Shorterm within two working days of any offer of any Engagement made by it to the Individual. Furthermore, if the initial Engagement was for a period of less than one year, but is subsequently extended or renewed, the Client shall inform Shorterm within two working days of such extension or renewal.
- x) An Individual engaged by the Client shall be under the Client's direct supervision and control from the date of the Individual's Engagement. Consequently, Shorterm shall not be liable for any actions of the Individual subsequent to the Engagement.

6. Fees & Payment

- i) Shorterm shall charge a Fee whenever the Client Engages an Individual Introduced in accordance with the terms of this Agreement.
- ii) The Fee shall be calculated as follows:

Individual's Remuneration	Percentage payable as the Fee
For all remuneration levels pa	<AgreedFees>

- iii) All fees or rates quoted are exclusive of VAT, and VAT shall be added to the total on each invoice.
- iv) Any Remuneration in a foreign currency will be calculated at the Bank of England exchange rate applicable on the date of Shorterm's' invoice.
- v) The Client shall pay each invoice within <PaymentTerms>
- vi) If the Client gives an Individual an Engagement of less than one year, but subsequently extends or renews the Engagement, if the original Fee had been pro rata based on the anticipated duration of the Engagement, the Client shall be obliged to pay the pro rata remainder as an additional Fee to Shorterm to cover the extension or renewal.

7. Guarantee

- i) In the event of the lawful termination of the Individual's Engagement during the first ten weeks of the Engagement Shorterm will use its best endeavours to replace the Individual or it will issue a refund in respect of the Introduction Fee as outlined below:

Duration of Engagement	Percentage refund of the Introduction Fee
Less than two weeks	100%
2 weeks to less than 4 weeks	75%
4 weeks to less than 6 weeks	50%
6 weeks to less than 8 weeks	25%
8 weeks to less than 10 weeks	10%
10 weeks or more	Nil

- ii) Any refund or replacement of the Introduction Fee is only granted providing:
 - a. the Client had notified Shorterm in writing of the termination of Engagement within 7 (seven) days thereof; and
 - b. the Client shall not engage the Individual within 12 (twelve) months from the date of termination of the Engagement; and
 - c. the payment of the Fee was been made in full and on time as outlined in clause 6; and

d. the reason for the termination is due to the capacity, qualification or behaviour of the Individual.

8. Information Requirements/Suitability

i) In order for Shorterm to find suitable Individuals, the Client shall provide the information set out in Appendix 1. Upon receipt of that information, Shorterm shall carry out background checks on the areas and to the extent set out in Appendix 2.

ii) The Client acknowledges that Shorterm's ability to check the information required in Appendix 2 is subject to the Client having provided the information in Appendix 1.

iii) It is Shorterm's policy to carry out all the checks in Appendix 2 prior to the Introduction. However, if the Client requests an interview or engagement of an Individual prior to receiving such information from Shorterm, it shall be the sole responsibility of the Client to ensure suitability, and Shorterm shall be in no way liable or responsible for any incomplete or inaccurate information in the areas set out in Appendix 2.

9. Status

In introducing an Individual to the Client Shorterm shall, unless it otherwise informs the Client, be operating as an Employment Agency in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in relation to those Services.

10. Confidential Information

i) Both parties agree that they may be supplied with confidential information of the other. The party receiving such information agrees that it shall:

- a. only use the confidential information to fulfil its obligations in this Agreement; and
- b. treat all confidential information as secret and not copy or disclose any such information to any third party.

ii) However, the above restrictions do not apply to:

- a. information in the public domain (other than as a result of breach by the receiving party);
- b. information already in the lawful possession of the receiving party;
- c. information subsequently and lawfully obtained from a third party
- d. information which is required to be disclosed by law or regulatory authority.

iii) In the event that the Client discloses confidential information to a third party, and such disclosure results in an Engagement of a Individual by a third party, the Client shall be liable to pay the Introduction Fee to Shorterm as specified in clause 6 of this Agreement.

iv) Irrespective of any actual or purported termination of this Agreement or rejection of any Individual, in the event of a subsequent Engagement of the Individual during the period of 12 (twelve) months following the termination of this Agreement or rejection of an Individual Introduced by Shorterm, the Client shall be liable to pay the Introduction Fee as specified in clause 6.

v) The confidentiality obligations herein shall remain applicable for the duration of this Agreement and for a period of 3 (three) years thereafter.

vi) Both parties are aware of and shall comply with their respective obligations under any applicable data protection/ privacy laws and regulations.

11. Liability

i) Neither party shall be liable for any loss of profit, loss of anticipated savings, consequential losses or indirect losses.

ii) Unless otherwise agreed by a letter executed by both parties, Shorterm's liability for any claims, demands, damages, costs and expenses resulting from any tortious act or omission, and/or breach of the terms, conditions or indemnities set out in this Agreement or elsewhere is limited to the greater of:

- a. the Guarantee in clause 7; or
- b. the Fee received by Shorterm in respect of the specific Engagement following an Introduction, which is the subject of the potential claim.

iii) Liability is not excluded for:

- a. fraud or fraudulent misrepresentations by Shorterm; or
- b. death or personal injury caused by Shorterm' negligence.

12. Term and Termination

i) Once commenced, this Agreement shall continue until terminated by either party by giving the other three calendar month's written notice.

ii) Notwithstanding the above, this Agreement may be terminated immediately by either party upon a resolution being passed or an order made for the winding up of the other party, or if that other party becomes subject to an administration order, or has a receiver or administrative receiver appointed over its assets, or by the non-breaching party in the event the other party commits a material breach of this Agreement which is not remedied despite having been given 5 working days' written notice of such breach by the non-breaching party.

- iii) On termination, Shorterm shall remain entitled to receive Fees for Services provided up to the termination date.
- iv) The clauses of this Agreement concerning Fees, Liability and Confidential Information shall survive its termination.

13. Entire Agreement

- i) This Agreement, including any documents referred to herein represent the entire understanding between the parties and supersedes and prior agreements in relation to this subject matter. Except as otherwise set out herein, this Agreement may only be varied by the parties agreeing such changes in a signed written document.
- ii) This Agreement constitutes the entire agreement between Shorterm and the Client, and may only be modified in writing signed by both parties. If any provision of this Agreement is declared by a court or other competent authority to be void or unenforceable, it shall be amended to the minimum amount necessary to obtain validity or enforceability. For the avoidance of doubt, the remaining provisions of this Agreement shall remain in force and effect.

14. Jurisdiction

- i) This Agreement shall be governed by English law and English courts shall have exclusive jurisdiction in the event of any dispute arising from this Agreement.

Appendix 1

The Client shall provide Shorterm with the following information about the role to determine suitability:

- Full legal name of Client (if it is a subsidiary or affiliate of the party signing this agreement);
- Job description
- Job title
- Location of work
- Hours of work
- Any relevant health and safety considerations
- Desired skill set (qualifications, training and experience)
- Notice period (if applicable) to be given or received to terminate an Engagement
- Remuneration

Appendix 2

Shorterm shall carry out checks on the Individual regarding the following:

- Identity of the Individual
- Suitability of the Individual in respect of the job description by checking the Individual's CV
- That the Individual is willing to work on the role described in Appendix 1
- That the Individual is entitled to work in the UK

Signed by the Client in agreement with the above:	
Signature	
Signed By	
Date	