

## **TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF & CONTRACTORS TO BE DIRECTLY EMPLOYED BY THE CLIENT**

### **1. DEFINITIONS**

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

<b>“Applicant”</b>	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and 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 Applicant is introduced
<b>“Agency”</b>	means Redwood Health Ltd and its Trading Styles as described in Schedule 1 attached whose registered address is 12-13 Beaumont Gate, Shenley Hill, Radlett, Hertfordshire. WD7 7AR
<b>“Engagement”</b>	means the engagement, employment or use of the Applicant, 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 Applicant is an officer or employee
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant
<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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, an amount will be added to the salary in order to calculate the Agency’s fee

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine gender include the female and vice versa.

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 an Applicant or the passing of any information about the Applicant 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. ADVERTISING**

By signing these Terms, you, the Client, agree to the Agency advertising any vacancies within their corporate advertisements unless and until you expressly withdraw that consent

### **4. NOTIFICATION AND FEES**

4.1 The Client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- c) To pay the Agency's fee within 14 days of date of invoice.

4.2 The Agency will render an invoice to the Client for its fees upon the Applicant's start date.

4.3 The Agency will charge interest on invoiced amounts unpaid for more than 14 days at the rate of 6.5% per annum above the base rate from time to time of Lloyds TSB Bank from the due date until the date of payment.

4.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure attached as Schedule 2 on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

4.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 4.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 12 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.

4.6 If the Client subsequently engages or re-engages the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 4.4 above becomes payable.

4.7 Where the Client requests copies of invoices a fee of £5 per invoice will be charged.

### **5. REFUNDS**

5.1 In order to qualify for the following refund, the Client must pay the Agency's fee within 14 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.

5.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the Scale of Refund set out in Schedule 3 attached.

5.3 In circumstances where clause 4.6 applies the full fee stated in clause 4.4 is payable and there shall be no entitlement to a refund.

5.4 There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.

### **6. CANCELLATION FEE**

6.1 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 50% of the agreed Introduction Fee. The Introduction Fee is the amount equal to 20 - 25% of the Remuneration applicable during the first 12 months of the Engagement (dependant upon salary level). VAT will be charged on the fee if applicable.

## **7. INTRODUCTIONS**

- 7.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 4.4 with no entitlement to any refund.
- 7.2 An introduction fee calculated in accordance with clause 4.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 12 months from the date of the Agency's Introduction.
- 7.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 4.4 on the minimum level of remuneration applicable for the position in which the Applicant 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.
- 7.4 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 4.4.

## **8. SUITABILITY AND REFERENCES**

- 8.1 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.
- 8.2 At the same time as proposing an Applicant to the Client, the Agency shall inform the Client of such matters in clause 8.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 8.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 8.4 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.
- 8.5 Notwithstanding clauses 8.1, 8.2, 8.3 and 8.4 above 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.
- 8.6 To enable the Agency to comply with its obligations under clauses 8.1, 8.2, 8.3 and 8.4 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 Applicant 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 Applicant 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 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.

**9. SPECIAL SITUATIONS**

9.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

**10. LIABILITY**

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

**11. CHECKING IMMIGRATION STATUS & IDENTITY**

11.1 The Client confirms that it is solely responsible for all checks relating to the Applicant's eligibility to work in the UK in accordance with the provisions of the Immigration, Asylum and Nationality Act 2006 and any amendments thereof.

**12. LAW**

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

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Signed for and on behalf of **Redwood Health Ltd**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

Acceptance of the above Permanent Terms of Business. Signed for and on behalf of the Client

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_

Company Registration Number \_\_\_\_\_

Registered Office Address \_\_\_\_\_

NB: Following their receipt, the Client will be deemed to have accepted these Terms of Business, even where a signed copy is not returned, by requesting or accepting candidate introductions, conducting any form of interview or offering work of any type to a candidate introduced by the Employment Business.

### **SCHEDULE 1: TRADING STYLES**

The following are trading styles of Redwood Health Ltd and these terms of business will apply to placements made by any of the following:

Global Nurse  
Montagu Nursing Agency  
MPS Healthcare

The registered office of Redwood Health Ltd and its trading styles is 12-13 Beaumont Gate, Shenley Hill, RADLETT, Hertfordshire. WD7 7AR. Registered in England & Wales, Company Registration: 5776630

### **SCHEDULE 2: FEE STRUCTURE**

The fees the Agency will charge the Client for the introduction of an applicant are calculated as set out in the following scales of fees on the gross remuneration which the Applicant is entitled to earn during the first 12 months of their Engagement by the Client. Remuneration includes all salary, guaranteed payments, company car (add nominal £3500 to basic salary) 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.

Up to £24,999 pa	20.0%
£25,000 – 34,999 pa	22.5%
£35,000 pa and above	25.0%

### **SCHEDULE 3: SCALE OF REFUNDS**

Weeks 0 - 2	75% rebate
Weeks 3 - 4	50% rebate
Weeks 5 - 8	25% rebate
Weeks 9 - 12	10% Rebate

### Health & Safety Questionnaire

It is a requirement of the Employment Agencies Act 1976, Conduct of Employment Businesses Regulations 2003 (amended 2008) and the DTI that we ask all Clients to provide us with details of Health & Safety related to their site (Regulations 18c). To ensure the welfare of our Candidates whilst working on client site we require that all our Clients comply with current Health & Safety legislation.

Please complete the questionnaire below and provide copies of any relevant documentation. If you have any queries regarding completing the questionnaire, please contact Julia Pyburn, Assistant Company Secretary on 01923 851210.

Please would you provide us with copies of all relevant documentation.

	YES	NO
Health & Safety Policy		
Public & Employers liability certificates		

Please also complete the following Health & Safety Questionnaire:

	YES	NO
1. Do you have any Site specific Health & Safety Risks		
2. Are you aware of any other potential Health & Safety risks that candidates supplied by Redwood Health Ltd may be exposed to during the course of their work?		
3. Have all relevant risk assessments been carried out?		
4. Will you ensure that all candidates supplied or introduced by Redwood Health Ltd receive Health & Safety inductions?		
5. Who in your Company is responsible for Health & Safety?  Name _____  Position _____		

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Please return the completed form together with a copy of your Health & Safety Policy statement and any relevant documentation to:

Julia Pyburn  
 Redwood Health Ltd, 12-13 Beaumont Gate, Shenley Hill, Radlett, Herts., WD7 7AR  
 or email to [julia.pyburn@redwood-grp.com](mailto:julia.pyburn@redwood-grp.com)