



Sussex Staffing Ltd

"Always give people more than what they expect to get" (Nelson Boswell)

59 Ridgewood Gardens, Bexhill-on-Sea, East Sussex, TN40 1TS.

Tel: 01424 732468 Mob: 07809895401 Fax: 01424 732468

Email: info@sussexstaffing.co.uk Web address: www.sussexstaffing.co.uk

1. DEFINITION AND INTERPRETATION

In these Terms & Conditions of business the following definitions apply:

'Employment Agency' means Sussex Staffing Ltd of registered offices 59 Ridgewood Gardens, Bexhill On Sea, East Sussex, TN40 1TS.

'Candidate' means the person introduced to the Client by the Employment Agency.

'Client' means the person, firm, company or corporate body (together with any related subsidiary, group or associated Employment Agency) to which the Candidate is introduced.

'Engagement' means the engagement, employment or use, directly or indirectly, of the Candidate by the Client on a permanent or temporary basis, whether under a contract of service, contract for services, an Employment Agency license, franchise or partnership arrangement or any other engagement by which the Candidate receives monies or reward in return for services performed for the Client.

'Fee' means the relevant percentage of the Remuneration of the Candidate (or any other fixed amount as agreed to between the Employment Agency and the Client) in relation to the placement of the Candidate by the Employment Agency with the Client or the facilitation of an Introduction of the Candidate by the Employment Agency to the Client.

'Introduction' means the passing to the Client by the Employment Agency (either directly or indirectly) of a CV or other information which identifies the Candidate and which leads to the Client interviewing the Candidate in person or by telephone and / or the Engagement of the Candidate.

'Regulations' means the Conduct of Employment Agencies and Employment Business Regulations 2003.

'Remuneration' means the gross annual salary payable to (or receivable by) the Candidate pursuant to the Engagement, including base salary, local weighting, car or car allowance, shift and on-call allowances.

2. CLIENT ACCEPTANCE

The Client acknowledges and accepts that upon an Introduction it agrees to be and is bound by these Terms and Conditions of business which cannot be varied in any way without the written consent of a Director of the Employment Agency. These Terms and Conditions of Business shall be the only terms and conditions relevant to the Introduction and Engagement, to the exclusion of all other terms and conditions, including those of the Client.



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3. FEES

The introduction Fee payable to the Employment Agency by the Client for an Introduction resulting in an Engagement is calculated at 10% of the Candidate's annual guaranteed salary to include local weighting, car, shift and on-call allowances. Where a company car is provided, a sum of £850 is added to the fee. Profit share, overtime, non-guaranteed bonuses and commission are excluded. VAT will be charged on the fee at the prevailing rate.

4. EMPLOYMENT AGENCY OBLIGATIONS

The Employment Agency endeavours to take all such steps that are reasonably practical to ensure that:

4.1 Both the Client and the 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.

4.2 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.

4.3 Where the Candidate 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 Employment Agency will take all reasonably practical steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Candidate and two references from persons not related to the Candidate and has taken all reasonably practical steps to confirm that the Candidate is suitable for the position. If the Employment 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.

4.4 In accordance with its obligations under the Regulations, if the Employment Agency receives or obtains information which gives it reasonable grounds to believe that the Candidate is unsuitable to undertake the Engagement for the Client, the Employment Agency shall immediately pass the information to the Client.

5. CLIENT OBLIGATIONS

The Client warrants and confirms that it will give to the Employment Agency, sufficient information in order for the Employment Agency to properly consider the suitability of the Candidate, including:

5.1 The identity of the Client and the nature of the Client's business.

5.2 The date on which the Client requires the Engagement to commence together with the duration and remuneration of the Engagement.

5.3 Details of the Engagement including the type of work, the location and the hours during which the Engagement is to be undertaken.

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5.4 The experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Candidate to possess in order to undertake the Engagement.

5.5 Information on any Health and Safety Risks about which the Employment Agency is required to inform the candidate together with the steps taken by the client to control such risks.

5.6 The identity of the Candidate.

5.7 That the Candidate has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, to undertake the Engagement.

5.8 In the case of Candidates working with vulnerable persons, the additional information as required by the provisions of Clause 22 of the Regulations.

5.9 That the Candidate is willing to work in the position that the Client wishes to fill.

5.10 To the extent that the Employment Agency may not have supplied the Client with confirmation as set out in paragraphs 5.6 to 5.9 above, the Client agrees that it is satisfied with the confirmation supplied, and the Client agrees that if the Candidate fails to have the experience, training, qualifications or any authorisation which the Client considers are necessary, or which are required by law or by any professional body, the Employment Agency shall have no liability to the Client in this respect.

The Client will also:

5.11 Acknowledge and agree that it shall be responsible for obtaining all necessary work permits in respect of the Candidate.

5.12 Assist the Employment Agency in complying with its duties as imposed by relevant statutory authorities by supplying any relevant information about the Engagement required by the Employment Agency and the Client will not do anything to cause the Employment Agency to be in breach of such obligations.

5.13 To notify the Employment Agency immediately of any offer of an Engagement which it makes to the Candidate and if accepted, to provide details of the Remuneration to the Employment Agency and subsequently confirm the date on which the Engagement takes place

5.14 No fee is incurred by the Client until the Applicant commences the Engagement when the Employment Agency will render an invoice to the Client for its fees. The fee is payable within 7 days.



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6. HEALTH & SAFETY AT WORK ACT (1974)

The Client warrants and confirms that they take reasonable care for the Health and Safety of anyone who may be affected by what they do or fail to do at all times whilst working. The Client must ensure that the Candidate co-operates with the Client and any third party the Client may provide services for, so far as it is necessary to enable the Client to comply with their duties under the Health and Safety at Work Act (1974), and the Employment Agency with the Regulations, which are to provide and maintain so far as is reasonably practical:

6.1 Safe plant and safe systems of work.

6.2 Safe handling, storage, maintenance and transport of articles and substances.

6.3 A safe place of work with safe access and egress

6.4 A safe working environment and adequate welfare facilities. It is an offence under section 8 of The Health and Safety at Work Act for anyone to intentionally or recklessly interfere with, misuse or not use anything provided in the interests of health, safety or welfare.

6.5 The client will give the necessary documentation to the Candidate so as they can take all reasonable steps to understand the Clients policy on Health and Safety. The Candidate must also read and take all reasonable steps to understand the Fire Procedure for all areas they work in.

6.6 The Client must advise the Candidate if it operates a restricted smoking policy, which all persons are required to comply with.

7. LIABILITIES

The Employment Agency shall not in any circumstances, be liable to the Client for:

7.1 All or any loss, liability, damages, costs, claims or expenses incurred by the Client or any third party, as a result of the negligence, dishonesty, misconduct, errors, acts or omissions of the Candidate supplied, arising from, or connected with, the Engagement of a Candidate by the Client.

7.2 All or any loss, liability, damages, costs, claims or expenses incurred by the Client or any third party, as a result of the negligence, dishonesty, misconduct, errors, acts or omissions of the Candidate supplied, arising from, or connected with, the Engagement of a Candidate by the Client.

7.3 Consequential, special or indirect loss or damage.

7.4 The inability of the Employment Agency to supply a suitable Candidate.

7.5 Nothing in these Terms and Conditions shall exclude or restrict any liability of any party for which liability cannot be excluded or restricted by applicable law.

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8. GUARANTEE

In order to qualify for the following refund and discount of Agency Fee, 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.

8.1 If the Engagement terminates before the expiry of 4 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 75% will be allowed against the Agency's fee.

8.2 If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 50% will be allowed against the Agency's fee.

8.3 If the Engagement terminates before the expiry of 13 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 10% will be allowed against the Agency's fee.

9 ENGAGEMENT OF CANDIDATE

9.1 The Client will be liable to pay a Fee in relation to any Candidate Engaged by the Client as a consequence of, or resulting from, an Introduction by or through the Employment Agency, whether direct or indirect, which occurs within 12 months of either the Introduction, or the Candidate's final interview with the Client, whichever is the later.

9.2 All Introductions are confidential. The passing of an Introduction by the Client to a third party, which results in an Engagement of the Candidate by that third party (on a temporary or permanent basis) within 12 months of the date of the Introduction, will result in a Fee being due from the Client with respect to that Candidate. The Fee will be the sum which would have been payable if the original Introduction had resulted in an Engagement through the Employment Agency. The fee refund guarantee does not apply to third party introductions of this nature.

9.3 Client will be liable to pay a fee of £1500 if an engagement occurs through a bank contract.

CLIENT APPROVAL

We accept the above terms and conditions and will notify the Employment Agency of any Health and Safety risks that apply to each notified vacancy.

10. GENERAL

All information supplied by the Employment Agency to the Client about a Candidate is confidential and the Client agrees that it will not divulge such information to any third party. The Client also agrees that to divulge such information to a third party would constitute a breach of the Data Protection Act 1998, , and other regulations in force relating to the protection

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and transfer of personal data, and that the Client, and not the Employment Agency, will be held liable for any such breach.

For the purposes of the Regulations, the Employment Agency operates as both an employment business and an Employment Agency.

The Client may not assign to a third party the benefit of these Terms and Conditions.

These Terms and Conditions are governed by the law of whichever jurisdiction the Engagement is effected in and shall be subject to the exclusive jurisdiction of the same.

Confidentiality

Both The Agency and The Company Shall at All Times Keep the Information Provided By Each Other In Complete Confidence.

For _____

For _____

Authorized Signatory

Authorized Signatory

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date : _____