

Office Matches

A job well done

Terms of Business for the Introduction of Staff

THIS IS A CONTRACT BETWEEN:

Office Matches, a trading style of **FGJ Services Limited** | 1 Derby Square Liverpool, L2 9QR
Company Registration Number 11553367, hereafter, ("**Office Matches**");

AND

The Client, trading as hereafter ("**the Client**").

***This document is a blank copy of our Terms of Business for the purpose of review*.**

Businesses that proceed to contact candidates for interview will be sent a Client details completed copy of the Terms, deemed to be accepted upon contact between the client and candidate/s.

Scope of Agreement

1.1 The parties hereby agree that this Agreement will govern every "Engagement" by the Client, or an associated company of the Client, of every applicant notified by Office Matches to the Client.

1.2 For the purpose of this Agreement, "Engagement" shall include every such fixed-term contract engagement, and shall include any use of an Applicant in the circumstances set out in clause 1.1, whether directly or indirectly (e.g., where an Applicant provides services through a limited company) and whether full-time or part-time, and whether under a contract of service or for services, or under an agency, commission only, partnership agreement, or otherwise.

Acceptance and Authority to Act

2. These terms are deemed to be accepted by the Client in respect of each Applicant when the Client proceeds to contact the Applicant for screening or interview.

The Client authorises Office Matches to act on its behalf in seeking Applicants.

The Client is not bound by exclusivity obligations to Office Matches and may continue to recruit through its own processes and other recruitment agencies.

Standards Required

3.1 The Client agrees to provide Office Matches with sufficient information to enable Office Matches to assess the suitability of each relevant Applicant for each relevant Engagement.

3.2 Subject to clause 3.1, Office Matches shall take reasonably practicable steps to ensure that the Applicant is aware of all applicable requirements for the Engagement.

3.3 The Client must satisfy itself as to the suitability of the relevant Applicant and shall be responsible for taking up and/or confirming any references (including the confirmation of any professional or academic qualifications or any authorisation required by law) provided by the relevant Applicant and/or Office Matches before engaging such Applicant.

3.4 The Client shall be responsible for verifying that Applicant's right to work in the United Kingdom, for the arrangement of any medical examinations and/or investigations into the medical history of any Applicant to satisfy any medical and other requirements or qualifications required by law.

Introduction Fee: When Payable

4.1 Subject to clause 5 an introduction fee (“Introduction Fee”) shall be payable by the Client to Office Matches in respect of any Engagement.

4.2 The Client agrees to notify Office Matches by email, of the acceptance by the relevant Applicant of any formal offer and Engagement, together with details of the Applicant’s gross remuneration (see 5.2 below), within 5 business days following such acceptance of the job by the Applicant.

4.3 The Introduction fee is payable within 14 business days from date of invoice. Introduction fee invoices will be issued to The Client within 5 business days of The Client’s email confirmation to Office Matches that the job offer has been made and accepted by the Applicant.

5.1 The Introduction Fee shall be a percentage (as set out at clause 5.3 below) of the gross remuneration payable to the relevant Applicant following the start of the relevant Engagement.

5.2 “Gross remuneration” shall mean the first year’s equivalent annualised remuneration.

5.3 For the purpose of clause 5.1 above, the percentage(s) will be as follows:

Contingency Recruitment:

- 12% of the hired candidate’s annual gross remuneration

6.1 Subject to clause 6.2, if the relevant Applicant leaves the Client’s employment (other than through redundancy constructive or unlawful dismissal) within 12 weeks of commencement of the relevant Engagement, a percentage of the Introduction fee shall be refunded to the client as follows:

- 95 % if the departure is less than 2 weeks following commencement of the relevant Engagement
- 75% if the departure is within 2 to 4 weeks of commencement of the relevant Engagement
- 50 % if the departure is within 4 to 8 weeks following commencement of the relevant Engagement
- 25% if the departure is within 8 to 10 weeks of commencement of the relevant Engagement
- 15% if the departure is within 10 to 12 weeks of commencement of the relevant Engagement

6.2 No refund is payable in any circumstances unless:

- the relevant departure is notified by the Client to Office Matches by email within 7 business days; and
- the Client has paid Office Matches the Introduction Fee in full within 14 business days of the date of relevant invoice.

7.1 Subject to clause 7.2 below, Office Matches shall not be liable to the Client arising out of or in connection with this Agreement or in relation to the engagement or use of the Applicant or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

7.2 Nothing in this Agreement shall limit or exclude any party’s liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

Indemnity

8. The Client shall indemnify and keep indemnified Office Matches against any costs, claims or liabilities incurred directly or indirectly by Office Matches arising out of any Engagement, including (without limitation) as a result of:

(a) any breach of this Agreement by the Client; and

(b) any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

Entire Agreement/ Variation

9. This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement, replacing any previous agreements/arrangements. No variation to these terms on behalf of Office Matches can be made other than in writing, authorised by an Office Matches Director.

Waiver

10. Any failure by Office Matches to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

Headings

11. Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

Validity

12. If any provision, clauses or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

Force Majeure

13. Office Matches shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

Third Parties

14. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 (“the Act”). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

Overdue Debts

15. Office Matches may charge interest on overdue debts under this Agreement at a rate of 1% per month.

Governing Law

16. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.