

Match2Match Recruitment Limited

Audiology, Dentistry, Nursing & Ophthalmic

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT AND CONTRACT STAFF DIRECTLY EMPLOYED BY THE CLIENT VALID FROM

SUPPLYING PERMANENT OR CONTRACT STAFF:

1. DEFINITIONS

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

“Applicant”	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;
“Client”	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Applicant is introduced;
“Agency”	Means: MATCH2MATCH RECRUITMENT LTD
“Engagement”	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.
“Introduction”	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.
“Remuneration”	includes base salary or fees, guaranteed 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, a notional amount of £4,000 will be added to the salary in order to calculate the Agency’s fee.
“Social Media”	means any websites, applications or any telephonic (mobile or otherwise) messaging that enables users to create, share, process, view, obtain or exchange information or communications about work seekers, but excludes electronic email programs.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

Match2Match Recruitment Limited is a company registered in England & Wales No: 07855494

Registered office: 6 Burrow Green, Chigwell, Essex IG7 4HA Tel: 0208 172-0474/0449

VAT registration number: 128420139

Email: mgeorgiou@match2matchrec.co.uk Web: www.match2matchrecruitment.co.uk

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 irrespective of whether the Client does not sign and/or date these Terms.
- 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. NOTIFICATION AND FEES

3.1. The Client agrees:

- a) To notify the Agency in writing immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Agency in writing immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency;
- c) To pay the Agency's fee within **14 days** of the date of invoice; and
- d) To make payment by BACS unless agreed otherwise.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will as soon as practicable render an invoice to the Client for its fees.

3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate or 10% whichever is the higher from time to time of HSBC Bank plc from the due date until the date of payment.

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

3.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 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.

3.6. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

3.7. Where a candidate is introduced and engaged by a client and Terms of Business sent to the client via email/post/fax, the contract will be deemed as being accepted even without returning signed Terms of Business.

4. REFUNDS

4.1. 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.

4.2. If the Engagement terminates before the expiry of 8 weeks from its commencement a partial rebate of the introduction fee shall be paid to the Client in accordance with the scale set out in Schedule 11 of the fee set out in schedule 12.

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- 4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

5. CANCELLATION FEE

- 5.1. 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 a minimum fee of 10% of the Remuneration where the annual Remuneration is £20,000 or less and 15% of the Remuneration where the annual Remuneration is £20,001 or more.

6. INTRODUCTIONS

- 6.1. 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 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2. An Introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Engagement by the Applicant within 6 months of an Introduction whether or not an Engagement occurs as a consequence or result of an Introduction by or through the Agency. For the avoidance of doubt this clause shall mean that the Introduction Fee payable under clause 3.4 shall be payable upon any Engagement of an Applicant within 6 months after an Introduction by the Agency of the same Applicant irrespective of whether an Engagement of the Applicant shall have been as a result or consequence of the Client having directly or indirectly through any other party communicated with the Applicant and so that (but without limitation) in the event of (whether before or after an Introduction by the Agency) another recruitment agency or any other party having directly or indirectly in any manner introduced the Applicant to the Client following which there is an Engagement of the Applicant by the Client within 6 months of an Introduction by the Agency the Introduction fee referred to in clause 3.4 above shall be payable.
- 6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 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.
- 6.4. In the event of (1) an Engagement of the Applicant by the Client or (2) under paragraph 5.1 above an offer of Engagement of the Applicant being made but subsequently withdrawn by the Client then in either case the fees payable by the Client under these terms and conditions shall remain payable notwithstanding the Client may have engaged the Applicant on any basis prior to the Client having entered into this Contract with the Agency.
- 6.5. The use of Social Media for the purposes of recruitment of persons to fill a vacancy that the Client has asked the Agency to fill, the Client is required to promptly inform the Agency, and for the avoidance of doubt where the Agency has made the Introduction of an Applicant, your decision in relation to any Engagement of the Applicant based on or resulting from the use of Social Media shall not preclude the Agency from their fee.
- 6.6. If the Client has any previous knowledge of the Applicant prior to a first Introduction by the Agency, the Client must notify the Agency in writing within 3 business days of the Introduction together with any supporting documentary evidence. In the absence of any notification, an Engagement will be deemed to have resulted from the Introduction of the Applicant by the Agency, and any right to rely on previous knowledge of the Applicant will have been waived.

7. SUITABILITY AND REFERENCES

- 7.1. The Agency shall use its reasonable 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. However, the Client is responsible for applying for and obtaining any references for the Applicant save for in respect of any paragraph 8.1 below.
- 7.2. If required by the Client the Agency shall when proposing an Applicant to the Client inform the Client of such matters referred to in clause 7.1 which are within the Agency's knowledge about the Applicant. Where such information is not given in paper form or by electronic means then if required by the Client the Agency shall confirm such matters 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.

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- 7.3. 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.
- 7.4. 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.
- 7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 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 the Client or provided under paragraph 8.1 below by the Agency to the Client before engaging such Applicant. The Client acknowledges and agrees that in respect of the Applicant the Client is solely responsible and liable, and shall not hold the Agency responsible or liable, for (1) satisfying itself as to the suitability of the Applicant for any potential or actual employment of the Applicant by the Client, (2) obtaining work permits and/or such other permission to work as may be required, (3) for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, (4) satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work, and (5) any subsequently discovered unsuitability or failure by the Applicant to comply with any employment contract (whether such contract of employment is permanent, temporary, written or implied between the Client and the Applicant).
- 7.6. To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 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.

8. SPECIAL SITUATIONS

- 8.1. 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 upon the written request of the Client use its reasonable endeavours to obtain and provide the following: -
- (i) Copies of any relevant qualifications or authorisations of the Applicant,
 - (ii) Two references from persons not related to the Applicant who has 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.

9. LIABILITY

- 9.1. The Client shall not under any circumstances hold or seek to hold the Agency liable for any loss, expense, damage, delay, claim, costs or compensation (whether direct, indirect or consequential and whether in respect of any Applicant or any third party) which may be suffered or incurred by the Client, any shareholder, officer, partner, proprietor, staff member, supplier or customer of the Client or in respect of any other third party 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 and the Client shall keep the Agency fully and effectually indemnified in all such respects. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

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10. DATA PROTECTION

- 10.1 We are registered under the General Data Protection Act (GDPA)2018.
- 10.2 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity and authority or, where appropriate board resolutions.
- 10.3 By signing these terms of Business, you consent to us processing your personal data, both manually and by electronic means and you authorise us to disclose to third parties, all personal data which we have in relation to your case. You may withdraw this authority at any time in writing.
- 10.4 Your data will be used for the sole purpose of providing legal advice and administration and management of anything necessary for the purpose of giving advice to you.
- 10.5 "Processing" includes obtaining, recording or holding information or data and transferring it to a statutory, governmental or regulatory body for legitimate purposes. The information may contain sensitive personal data for the purposes of the Act.
- 10.6 If at any time, should you wish to withdraw consent for us to processing your personal data, please contact us in writing.
- 10.7 You may be assured that we treat all personal data as confidential and will not process it other than for legitimate purposes associated with the service we will provide you.
- 10.8 Subject to certain expectations, you are entitled to have access to your personal data that is held by us however we do reserve the right to apply a 'reasonable fee' where requests are deemed excessive and we will respond to your request as soon as possible and within the maximum time frame of one month.
- 10.9 Your Data will be lawfully and fairly processed in a transparent manner and is collected on the grounds of explicit and legitimate purposes only. We will only ask for your data when necessary. Your data will be erased, should it no longer be required for the purposes to be processed otherwise it will be retained as long as necessary and be secure.
- 10.10 In respect of your personal data, you have the right to access, rectify and erase it. You may also restrict the processing of it and you have the right to data portability and automated decision and profiling.

11. LAW

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

12. SCHEDULE: SCALE OF REFUND

12.1 The following scale of refund only applies in the event that the Client complies with the provisions of clause 4.1 of these Terms of Business.

Rebate sliding Scale (Weeks)	Rebate Percentage of introduction fee
1 - 4	40%
5 - 7	20%
8	0%

12.2 Where the Applicant leaves during the first 8 weeks of the Engagement, a refund will be given in accordance with our refund guarantee (clause 4).

12.3 There will be no refund where the Applicant leaves during or after the 8th week of the Engagement.

13. SCHEDULE: PERMANENT INTRODUCTION FEE STRUCTURE

Salary scale	Percentage fee of Annual Salary Plus VAT
£ 0 15,000	COMPETITIVE %
£15,001 - £20,000	COMPETITIVE %
£20,001 - £35,000	COMPETITIVE %
£35,000 plus	COMPETITIVE %

The Data Protection Act requires us to advise you that your particulars are held on our database. We or various other organisations that we have selected may, from time to time, use these details to send you information about other products and services, which we believe, may be of value. Please tick the box below to confirm your agreement.

I confirm that I am happy to receive such information.

Authorised Signatory on behalf of the Client

Name: _____

Position: _____

Signature: _____

Company: _____

Dated: _____

Signed: *M. Georgiou*
Maria Georgiou - Match2Match Recruitment Ltd

Position: *Managing Director*
Date: