

Provision of permanent and contract staff to clients
TERMS AND CONDITIONS OF BUSINESS

Background:

These Terms and Conditions of Business and the attached Schedule(s) (the Terms and Conditions) shall apply to the provision of Permanent and Contract Staff by Select to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by a director of Select in writing.

Select is registered in accordance with the Employment Agencies (Registration) (Jersey) Law 1969.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Candidate	means any person introduced by Select to the Client as a potential permanent employee or contractor for an Engagement, including any offer or employee of the Candidate if the Candidate is a limited company and members of Select's own staff;
Client	means any person, firm or company including any associates or subsidiaries to whom a Candidate is introduced;
Confidential Information	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
Engagement	means the engagement (including the Candidate's acceptance of the Client's offer), any employment, engagement or use of the Candidate by the Client or by any third party (whether with or without Select's knowledge or consent) to whom the Candidate has been introduced by the Client, on a permanent, temporary or contract basis and whether part or full time, with or without a contract;
Introduction	an Introduction will be deemed to have taken place where Select has provided a Client with a Curriculum vitae or any information concerning a Candidate, or where a Client interviews (either in person, by telephone or video) a Candidate following an instruction from a Client to locate a Candidate;

Introduction Fee	means the fees payable by the Client to Select in accordance with these Terms and Conditions, following the Introduction of a Candidate by Select to the Client resulting in the Client's Engagement of the Candidate;
Remuneration	means any salary, fees, bonuses, commission, allowances or any other financial benefit payable to or received by a Candidate for services to a Client;
Select	means Select Recruitment Limited a company registered in the Island of Jersey under registration number 88336 whose registered office address is at 2 nd Floor, York Chambers, York Street, St Helier, Jersey, JE2 3RQ and its trading names Select Recruitment.je and Select.je Recruitment registered in the Island of Jersey under registered business name numbers 22813 and 32075;
Services	means the employment agency services provided by Select to the Client as set out in these Terms and Conditions;
Start Date	means the Candidate's first day of work or training under a contract of employment with the Client;
Termination	means the date on which either the Client or Candidate informs either party of the Termination of their contract of employment and leaves the employment or the date on which the Client informs Select of the Termination of the Candidate's contract of employment, whichever event is the first to occur;
Termination Date	means the final day of the Candidate's contract of employment with the Client;
Writing / Written	means any communication between the Parties in writing and includes letters and emails;
Vulnerable Person	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 a law or a provision of a law is a reference to that law or provision as amended or re-enacted at the relevant time;
 - 1.2.2 these Terms and Conditions is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.3 a Schedule is a schedule to these Terms and Conditions;
 - 1.2.4 a Clause is a reference to a Clause of these Terms and Conditions (other than the Schedule(s)) and a Paragraph is a reference to a Paragraph in an attached Schedule; and
 - 1.2.5 a Party or the Parties refers to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to a sex shall include all other genders.

2. The Contract

- 2.1 These Terms and Conditions constitute the contract between Select and the Client for the introduction of permanent and contract staff to be engaged directly by the Client.

- 2.2 The receipt of a curriculum vitae from Select, interviewing or Engagement of a Candidate by or on behalf of the Client, or the commencement of work or provisions of services by a Candidate for the Client shall be deemed acceptance by the Client of these Terms and Conditions.
- 2.3 These Terms and Conditions contain the entire agreement between the parties in respect of the provision by Select to the Client of permanent and contract staff and unless otherwise agreed in writing by a director of Select, these Terms and Conditions shall prevail over any other terms of business put forward by the Client.
- 2.4 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in Writing, state the date on or after which such new terms will apply and are between the Client and a director of Select.
- 2.5 In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms, conditions or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.
- 2.6 These Terms and Conditions supersede all previous terms of business.

3. **Vacancies and Advertisements**

- 3.1 Select shall have the right to decline, cancel or otherwise remove any vacancy advertisement provided by the Client to Select at any time, for any reason and without giving prior notice to the Client.
- 3.2 If any vacancy advertisement appears to demonstrate that the Client intends to discriminate on the grounds of sex, gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Employment (Jersey) Law 2003, the Discrimination (Jersey) Law 2013 or by any other law of the Island of Jersey. In the case of any applicable exemptions, the vacancy advertisement must be accompanied by a written statement explaining those exemptions and how they apply to the vacancy.
- 3.3 If, in the opinion of Select, any vacancy advertisement indicates any illegal purposes on the part of the Client, Select may, without notice, report the vacancy and the Client to the relevant authorities.
- 3.4 Vacancy advertisements shall remain open and viewable by prospective Candidates until the vacancy has been filled or otherwise as agreed between Select and the Client, or by Select in accordance with sub-Clause 3.1.

4. **Select's Obligations**

- 4.1 Select shall use its best and reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to it by the Client.
- 4.2 Select will endeavour to ensure the suitability of Candidates introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to;
 - 4.2.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate;
 - 4.2.2 ensure that both the Client and the Candidate are aware of any requirements imposed by law or by any professional body;
 - 4.2.3 confirm that the Candidate is willing to work in the position; and
- 4.3 At the same time as proposing a Candidate to the Client, Select will inform the Client of such matters as detailed in sub-Clause 4.2 that the Agency has obtained confirmation of.
- 4.4 Select will endeavour to take all reasonable steps to ensure that the Client and the Candidates are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that the Client seeks to fill.
- 4.5 Select cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.

- 4.6 Where a Candidate is offered or applying for Engagements that involve working with or caring for or attending to a Vulnerable Person the Agency shall, in addition to the obligations of sub-clause 4.2, take all reasonably practical steps to;
- 4.6.1 obtain confirmation of the Candidate's identity;

5. The Client's Obligations

- 5.1 The Client shall provide to Select all information which is reasonably required for Select to provide the Services. The Client shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.
- 5.2 The Client shall ensure that all information provided to Select does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 5.3 The Client shall ensure that all information provided to Select does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).
- 5.4 To enable Select to comply with its obligations under Clause 4, the Client undertakes to provide to Select details of the position which the Client seeks to fill, including the following;
- 5.4.1 the type of work that the Candidate would be required to do;
- 5.4.2 the location and hours of work;
- 5.4.3 the experience, training, qualifications and other authorisations required by law, the Client and any professional body that the Candidate needs to possess in order to work in the position;
- 5.4.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 5.4.5 the date the Client requires the Candidate to commence the Engagement;
- 5.4.6 the duration or likely duration of the Engagement;
- 5.4.7 the minimum rate of Remuneration, expenses and other benefits that would be offered;
- 5.4.8 the intervals of payment of Remuneration; and
- 5.4.9 the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 5.5 The Client must not seek to employ any member of Select's staff, but in the event that any member of staff accepts an Engagement with the Client, the Client must pay an Introduction Fee in accordance with Clause 6.
- 5.6 Upon receipt of a curriculum vitae sent by Select for consideration and sent in response to a vacancy, the Client shall inform Select within 24 hours if it has already received the Candidate's details in respect of that vacancy.
- 5.7 The Client acknowledges that Select is under no obligation to provide the Services until all required information has been provided by the Client in accordance with sub-Clause 5.1.
- 5.8 The Client shall inform Select immediately in the event that any relevant information changes following the submission of that information to Select.
- 5.9 Subject to the provisions of sub-Clauses 4.3 and 4.7, Select shall not verify or otherwise check any Candidate details, howsoever they may be provided to the Client.
- 5.10 Notwithstanding sub-Clauses 4.2 and 4.6, it shall be the sole responsibility of the Client to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for pre-employment screening to include;
- 5.10.1 taking up any references provided by the Candidate before Engaging the Candidate and checking the validity of qualifications;
- 5.10.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;

- 5.10.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- 5.10.4 satisfying any medical and other requirements, qualifications or permissions required for the Candidate to work in the Engagement.
- 5.11 The Client must notify Select immediately of the terms of any offer of an Engagement that it makes to a Candidate.
- 5.12 The Client must notify Select immediately of the acceptance of any offer of Engagement that it has made to a Candidate, provide details of the remuneration agreed with the Candidate and provide any documentary evidence as requested by Select.
- 5.13 The Client must within 5 working days of offering an Engagement to a Candidate or extending an Engagement, advise Select and provide a copy of the job offer or contract given to the Candidate.
- 5.14 The Client is responsible for payment of remuneration to the Candidate.

6. Fees and Payment

- 6.1 The Introduction Fee payable by the Client to Select upon the commencement of an Engagement by a Candidate (as permanent staff) shall be calculated as a percentage of the Candidate's remuneration during the first 12 months of the Engagement, in accordance with Schedule 1.
- 6.2 The Introduction Fee payable by the Client to Select upon the commencement of an Engagement by a Candidate (as contract staff) shall be calculated as a percentage of the Candidate's remuneration on a pro rata basis, in accordance with Schedule 1.
- 6.3 An Introduction Fee, in accordance with Schedule 1, is payable if a contract staff member introduced by the agency is subsequently offered and accepts a permanent position with the Client.
- 6.4 Should the Client engage a contract staff up to 12 months after the date the contract was terminated, the Client shall pay Select an Introduction Fee in accordance with Schedule 1.
- 6.5 The Client will not be liable for any fees until a Candidate commences an engagement when Select will render an invoice to the Client.
- 6.6 The Client must pay Select's fees within 21 days of receiving the invoice.
- 6.7 Select reserves the right to charge interest at the rate of 2% above the Lloyds Bank plc base rate of interest per annum, from the due date to the date of payment, on any invoiced fees that remain unpaid by the Client. However and prior to this charged being applied, Select will proactively engage with the client to given ample opportunity to settle any outstanding fees.
- 6.8 Except where a Candidate has been made redundant, the Client may be entitled to a partial refund of the Introduction Fee where the Engagement is terminated up to 8 weeks following (and including) the Start Date and where the Introduction Fee was paid on time.
- 6.9 In order to qualify for a partial refund of the Introduction Fee, in addition to meeting the terms of sub-Clause 6.6 and within 7 days of the Termination, the Client must notify the Termination Date to Select in Writing.
- 6.10 The scale of refunds is set out in Schedule 1.
- 6.11 Should the Client engage a Candidate up to 12 months after an introduction or an Engagement the Client shall pay Select an Introduction Fee in accordance with Schedule 1.

7. Confidentiality

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times;
 - 7.1.1 keep confidential all Confidential Information;
 - 7.1.2 not disclose any Confidential Information to any other party;

- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;
 - 7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 7.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information to:
 - 7.2.1.1 any sub-contractor or supplier of that Party;
 - 7.2.1.2 any governmental or other authority or regulatory body; or
 - 7.2.1.3 any employee or officer of that Party or of any of the aforementioned persons; to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 7.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 7.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

8. Data Protection

- 8.1 Select and the Client are (separate) data controllers for the purposes of the Data Protection (Jersey) Law 2018.
- 8.2 Both Select and the Client shall be required to comply with the provisions of the Data Protection (Jersey) Law 2018 and any other relevant data protection legislation from time to time in force when processing or otherwise dealing with the personal data (and any sensitive data) relating to Candidates. All such information shall remain confidential.
- 8.3 The Client shall, as required by the Data Protection (Jersey) Law 2018, be registered with the Office of the Information Commissioner in Jersey (or otherwise be registered for the purposes of the General Data Protection Regulation with the relevant authority in the Client's place of incorporation).
- 8.4 Select shall not be held responsible or liable for any breaches of data incurred by the Client and the Client shall not be held responsible or liable for any breaches of data incurred by Select.

9. Liability

Select shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Introduction of a Candidate to the Client by Select, the Engagement of a Candidate introduced by Select or the failure of Select to introduce any Candidate to the Client. For the avoidance of doubt, Select does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

10. **Indemnity**

The Client shall indemnify Select against any costs, liability, damages, loss, claims or proceedings (Losses) which may arise out of its use of the Services or out of any breach of any part of these Terms and Conditions to the extent that any such Losses are not caused by the negligence of Select's, its directors, employees or agents.

11. **Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. **Law and Jurisdiction**

12.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the Island of Jersey.

12.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of the Island of Jersey.

13. **Expiry of Terms and Conditions**

Any terms and conditions or agreements that are in place regarding Select services and fee structure that differ from the standard terms will expire / terminate, without any written notice required by either party, when there is a period of 12 months during which the client has not engaged Select for its services. For the avoidance of doubt, in this situation Select standard terms will apply.

SELECT RECRUITMENT LIMITED
Provision of permanent and contract staff to clients
TERMS AND CONDITIONS OF BUSINESS
SCHEDULE 1

Fees as per Clause 6

1.1 Introduction Fees – Permanent Staff

1.1.1 £29,999 and below = **12.5%** of the Candidate's gross annual salary

1.1.2 £30,000 to £54,999 = **15%** of the Candidate's gross annual salary

1.1.3 £55,000 and above = **17.5%** of the Candidate's gross annual salary

1.2 Introduction Fees – Contract Staff

1.2.1 £29,999 and below = 12.5% of the Candidate's gross annual salary
(pro rata over the term of the contract)

1.2.2 £30,000 to £54,999 = 15% of the Candidate's gross annual salary
(pro rata over the term of the contract)

1.2.3 £55,000 and above = 17.5% of the Candidate's gross annual salary
(pro rata over the term of the contract)

1.3 Goods and Services Tax (GST)

GST is payable by the Client on the Introduction Fee and will be added to the invoice.

1.4 Reimbursement of Expenses

The Client will be invoiced for the reimbursement of the cost of any checks, including criminal record checks and credit agency checks, required by the Client or by law.

1.5 Scale of Refunds of Introduction Fees

Subject to the terms of sub-Clauses 6.6 and 6.7 being met, the following scale will apply to the partial refund of Introduction Fees;

1.5.1 up to 4 weeks following (and including) the Start Date:
75% of the Introduction Fee will be refunded to the Client;

1.5.2 from 4 weeks and 1 day and up to 6 weeks following (and including) the Start Date:
50% of the Introduction Fee will be refunded to the Client; and

1.5.3 from 6 weeks and 1 day and up to 8 weeks following (and including) the Start Date:
25% of the Introduction Fee will be refunded to the Client.