

Terms of Business – Permanent & Contract Staff

Introduction: All and any business undertaken by Brightwater or Brightwater Support, the trading names of Brightwater Selection (Belfast) Limited, (“Brightwater” or “The Employment Agency”) is transacted subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between the Employment Agency and its Clients. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by the Employment Agency in writing. For the introduction of Permanent Staff Brightwater is acting as an “Employment Agency.”

Acceptance of Terms: By interviewing a Candidate introduced by The Employment Agency the Client is deemed to have accepted these Terms of Business. For the purposes of this clause the word ‘introduce’ shall be deemed to include without limitation the provision by Brightwater of any details, whether written or oral, of a Candidate for permanent employment.

Scale of Fees:	£0	to	£20,000	-	15%
	£20,001	to	£30,000	-	18%
	£30,001	to	£45,000	-	20%
	£45,001	to	£ ∞	-	22.5%

All fees are expressed as a percentage of the total first year’s gross annual remuneration package which would include salary, guaranteed bonus, car allowance, shift allowance, overseas premiums, living/accommodation allowances etc. A company car is valued at £4,000 additional salary. Brightwater charge a minimum fee of £1,200 for any assignment. VAT will be added to all invoices at the current rate.

Contract – Monthly Charges: The Client agrees to pay 2.25% per month, or part thereof, of the Candidate’s gross annual remuneration package to the Employment Agency. Invoices will be issued at the beginning of each assignment for the projected length of the appointment, are not refundable and are payable within 7 days of the date of invoice. The Client will be solely responsible for the Employee’s remuneration deducting PAYE: Income Tax, NI Contributions and accounting to the relevant authorities for these deductions. In the event that the Client engages the Candidate on a permanent basis, in addition to the contract fees paid, the Client shall pay a permanent placement fee as outlined in the fee schedule above.

Re-employing the Candidate: In the event that any Candidate introduced by the Employment Agency is employed or rejected by the Client (or related company), or the Candidate rejects an offer of employment by the Client (or related company) - if the Candidate is subsequently employed by the Client (or related company) in any capacity whether temporary, permanent or self-employed, within 12 months of the initial introduction date, the Client shall pay an amount equivalent to The Employment Agency’s permanent placement fee plus 10% interest from the Candidate’s start date.

Third Party Introduction: If the Client or a member of the Client’s staff refers a Candidate introduced by The Employment Agency to some other person or body and that other person or body engages the Candidate in any capacity whether temporary, permanent or “self-employed” within 12 months of the initial introduction date of the Candidate to the Client, then the Client will be liable for a permanent placement fee at the date of notification or discovery by The Employment Agency, plus interest of 10% from the Candidate’s start date.

Responsibility and Liability: The Employment Agency shall endeavour to ensure the suitability of any candidate introduced to the Client and to maintain a high standard of service and integrity, but the Employment Agency makes no warranty, express or implied, as to the suitability of any Candidate introduced to the Client.

Brightwater can accept no liability whatsoever for any loss, damage, costs or expenses, howsoever caused which the Client may suffer or for which the Client may become liable arising out of, or in connection with as a result of introduction to the Client or engagement by the Client of a Candidate.

The Client is responsible for the taking up of references as to the Candidate’s qualifications, capabilities, integrity, medical history and suitability to meet the specification. It is also the Client’s responsibility to obtain a work permit for the Candidate wherever necessary.

Advertising: The Employment Agency is able to provide an advertising service to the Client, for which charges incurred by the Employment Agency are payable by the Client. The Employment Agency will accept cancellation of an advertisement provided that the Client gives sufficient notice to the Employment Agency to enable the Employment Agency to cancel the advertisement before the press closing date. Advertising accounts shall be paid by the Client within 7 days of the date of invoice.

Guarantee period: In the event that any Candidate terminates, or the Client terminates the engagement within 12 weeks of the specified date upon which such Candidate commenced work for the Client and provided that a) the Client notifies the Employment Agency in writing of the termination of engagement within 7 days and b) the Client (or related company) does not engage the Candidate within 12 months from the date of termination and c) the termination is not due to redundancy and d) all monies due from the Client have been paid in accordance with these terms of business, then (for the next 6 weeks) the Employment Agency will endeavour to seek a replacement (to remuneration up to the same value as the leaver) at no extra cost to the Client except for additional advertising costs (costs shall be agreed prior to any advertising). If unsuccessful, Brightwater will pay the Client a refund against the fees paid as follows:

* Up to 6 weeks service 50% refund

* 7 – 12 weeks service 25% refund.

Payment Terms: The Client agrees to notify the Employment Agency immediately a Candidate introduced by the Employment Agency is engaged. The Client shall pay a fee (“the introduction fee”) which shall be invoiced on the day a Candidate introduced by the Employment Agency to the Client commences employment with the Client. All monies due hereunder shall be paid by the Client within 14 days of the date of invoice. All payments, regardless of currency, must equate to the invoice total at date of payment. Interest at 12% will be applied after 14 days until payment of the invoice without concession.

Amendments: All questions relating to these Terms of Business must be made in writing otherwise they are deemed to be accepted. These Terms of Business are valid from March 30th 2009, they supersede any other Terms previously received. No amendments to these Terms are valid unless authorised by a Director of The Employment Agency.