



Terms of Business for the introduction and engagement of a Permanent and 12 month fixed term contracts

1. DEFINITIONS

In these Terms of Business the following definitions apply:

- Applicant** means the person introduced by the Chambers to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company, or a member of the Chambers own staff;
- Client** means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
- Chambers** means Primary Care Medical Chambers limited, 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ. Company reg number 11356238
- 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 a Chambers, 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 Chambers to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
- Remuneration** includes base salary pension contribution, indemnity contribution and employers NI, guaranteed and/or anticipated bonus and 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 £5,000 will be added to the salary in order to calculate the Chambers fee.

2. THE CONTRACT

2.1 These Terms constitute the contract between the Chambers 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.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Chambers, 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 Chambers 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 Chambers of any offer of an Engagement they would like to propose to the Applicant;
- b) To notify the Chambers immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Chambers; and

c) To pay the Chambers fees by the due date.

- 3.2 The Chambers reserves the right to charge interest on invoiced amounts unpaid by the due date in accordance with "The Late Payment of Commercial Debt (interest) ACT 1998".
- 3.3 The fee payable to the Chambers by the Client for an Introduction resulting in an Engagement is calculated at 15% of the remuneration offered.
- 3.4 The Chambers will render the invoice for 50% of the fee following the Applicants acceptance of an offer of Engagement made by the client. The client will make a payment within 48 hours, of the offer being accepted which will be offset against the total invoice value. The balance of the fee will be invoiced on the GPs start date and payable within 30 days.
- 3.5 In the event that the Engagement is for a fixed term and 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 the a fee equal to the fee in clause 3.3 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 3.3 above becomes payable.
- 3.7 In the event that Primary Care Medical Chambers become aware of the Client attempting to engage the Candidate directly, with a view to avoiding the introduction fee, the full introduction fee will become payable without any rebate or refund.
- 3.8 The minimum fee per engagement is £8,000.00
- 3.9 If applicable to your business VAT and other indirect taxes will be charged at the prevailing rate.

4. SERVICE GUARANTEE -

It is a condition precedent to any post Engagement benefit, such replacement, discount guarantee or any other form of warranty mentioned in or otherwise inferred from these Terms of Business, that the relevant invoice is paid to terms.

Replacement guarantee during 12 weeks from the date of Engagement

In order to qualify for Replacement the client must adhere to the following:-

- a) The Client must pay the Chambers fee within the payment terms of the invoice.
- b) The termination by the Applicant or by the Applicant's death is within the Replacement period. *(For the benefit of doubt, no Replacement is applicable if the Engagement is terminated by the Client.)*
- c) The Client must notify the Chambers in writing of the termination of the Engagement within 7 days of its termination.
- d) Irrespective to any proven or claimed right to a replacement, all invoices must be paid within their credit terms and there is no right to set off any proven or claimed right to a rebate

Exceptions

Replacements will not apply where the Engagement period was contracted to be for less than one year AND termination by the Applicant or by the death of the Applicant did not occur during 12 weeks from the start of the Engagement.

Provided payment is made by the Client and received within the payment terms on the invoice and the Engagement is terminated by the Applicant or the Applicant's death then the following Replacement will apply:-

Week the Applicant terminates the Engagement or of the week of the Applicant's death	Replacement or Refund
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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 remain liable for 50% of the invoice value.

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 Chambers which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Chambers fee as set out in clause 3.3 with no entitlement to any rebate.
- 6.2 An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Chambers, whether direct or indirect, within 6 months from the date of the Chambers Introduction.
- 6.3 Where the amount of the actual Remuneration is not known the Chambers will charge a fee calculated in accordance with clause 3.3 for the position in which the Applicant has been engaged with regard to any information supplied to the Chambers by the Client and/or comparable positions in the market generally for such positions.
- 6.4 In the event that any employee of the Chambers with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the Chambers employment, the Client shall be liable to pay an introduction fee to the Chambers in accordance with clause 3.3.
- 6.5 Following completion of the 12 month fixed term period, the Client and Applicant can engage directly following the Applicants acceptance of employment with the Client on a Salaried PAYE employment contract. The offer of employment and contractual terms must be provided to the Chambers prior to an offer being made directly to the Applicant by the Client
- 6.6 A copy of the employment contract must be provided to the Chambers Manager within 14 days of an offer being communicated to the Applicant.
- 6.7 The Client must inform the Chamber Manager in writing 45 days before the last day of the fixed term period that they do not require the services of the Applicant to be renewed for a further fixed term period. Failure to inform the Chambers Manager will result in an invoice being raised for a further 12-month fixed term period 30 days before expiry of the current engagement.
- 6.8 Notifying the Chambers Manager within that the service will not be renewed within 45 days of expiry of the current engagement will result in a cancellation fee of £3,000.00.

7. APPLICANT SUITABILITY AND REFERENCES

- 7.1 The Chambers confirms that it undertakes rigorous checks on all Applicants to Home Office standards on the eligibility to work in the UK prior to an Applicant accepting an offer of Engagement. Where practical references are requested from previous employers. Where an Engagement requires specific skills, experience, authorisation required by law or any professional body the Chambers undertakes to take all reasonable steps to ensure an Applicant is so qualified.
- 7.2 At the same time as proposing an Applicant to the Client the Chambers shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed 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.
- 7.3 The Chambers endeavors 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 Chambers endeavors 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 it or the Chambers before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.6 To enable the Chambers to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Chambers 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 Chambers will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have 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 Chambers 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 Chambers shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Chambers 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 Chambers to introduce any Applicant. For the avoidance of doubt, the Chambers does not exclude liability for death or personal injury arising from its own negligence.

10. LAW

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

Signed on behalf of the Client: _____

Date: _____

Print Name: _____

Signed on behalf of the Chambers: _____

Date: _____

Print Name: _____