

COVER PAGE

Agency:	Prince Talent & Resourcing Group Limited (the "Agency")
Company Number:	15782097
Registered Office:	Sunnycroft, Sunnycroft Lane, Dinas Powys, CF64 4QP

Client Company Name:	One Managed Service
Company Number	
Point of Contact Name:	Jeffrey Hayes
Point of Contact Email Address:	Jeffrey Hayes <Jeffrey.Hayes@onems.co.uk>
Introduction Fee (excl. VAT):	18% of Remuneration
Payment Terms:	14 Days after invoice date (invoiced on candidate start date)

Employment Agency Terms and Conditions

PARTIES:

- 1) Prince Talent & Resourcing Group Limited (registered company no. **15782097** of Sunnycroft, Sunnycroft Lane, Dinas Powys, CF64 4QP (“the Agency”)
- 2) Any person, firm or company to whom a Candidate is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced (“the Client”)

1. Definitions

Candidate	means the individual Introduced by the Agency to the Client including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff;
Data Protection Laws	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
Engagement	means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client 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; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages”, “Engaged” and “Re-engages” shall be construed accordingly;
Introduction	means <ol style="list-style-type: none"> a) The passing to the Client of a curriculum vitae or information which identifies the Candidate or; b) The Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly;
Introduction Fee	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
Introduction Period	means the 12 months immediately following an Introduction;
Losses	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
Minimum Fee	means £2,500.00 (excluding VAT) or other such value as may be agreed in writing by a director of the Agency;

Recruitment Services	means conducting searches for Candidates for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency;
Remuneration	includes gross base salary or fees, guaranteed bonus and commission earnings, allowances, inducement payments, and all other payments and taxable emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client for any third party. Where the Client provides a company car, £5,000 will be added to the salary in order to calculate the Agency's fees;
Replacement Candidate	means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 4 weeks of the Engagement

- 1.1. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. The Agreement

- 2.1. These Terms and the attached Schedule(s) (the "Terms") is the entire agreement between the Agency and the Client for the provision of employment agency services.
- 2.2. This Agreement is deemed to be accepted by either a signature from an authorised representative of the Client or by the Clients request for, interview of or meeting with, or Engagement of a Candidate or the passing of any information about a Candidate to any third party after an Introduction.
- 2.3. Unless otherwise agreed in writing by a director of the Agency, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.4. No variation or alternation to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency and the Client and are set out in writing stating the date on or after which such varied terms shall apply.
- 2.5. The failure of the Agency to enforce at any particular time any one or more of the clauses of these Terms shall not be deemed a waiver of such rights or of the right to subsequently enforce these Terms
- 2.6. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.
- 2.7. The Agency will provide the Recruitment Services to the Client in consideration for the Client's paying the applicable Introduction Fee to the Agency, subject to these Terms.
- 2.8. For the duration of 12 months from the Introduction of a Candidate, the Agency shall have sole ownership of the Candidate as a result of the Agency's Introduction of the Candidate to the Client. During this time, if a Client offers any employment directly or indirectly to the Candidate, the Client will be liable to pay the Agency a Fee in accordance with clause 5.

3. The Agency's Obligations

- 3.1. The Agency shall use its reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to the Agency by the Client or to notify the Client if the Agency believes it is unable to assist with the Client's requirements.
- 3.2. The Agency will use reasonable endeavours to:
 - 3.2.1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;

- 3.2.2. ensure that all Candidates introduced to the Client have the experience, qualifications, and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill;
- 3.2.3. confirm the Candidates identity; and
- 3.2.4. confirm that the Candidate is willing to work in the position;
- 3.3. At the same time as proposing a Candidate to the Client the Agency will inform the Client of such matters as detailed in clause 3.2 that the Agency has obtained confirmation of.
- 3.4. The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.
- 3.5. Whilst the Agency agrees to make every reasonable effort to ensure reasonable standards of skills, integrity, reliability and suitability of a Candidate introduced to the Client, it is the responsibility of the Client to satisfy itself on all such matters and on the suitability of any Candidate before commencing any Engagement.
- 3.6. Subject to the provisions of clause 3.2, the Agency shall not verify or otherwise check any Candidate details unless requested by the Client and agreed by the Agency in writing, howsoever they may be provided to the Client.

4. The Client's Obligations

- 4.1. The Client acknowledges and agrees that:
 - 4.1.1. by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and
 - 4.1.2. by requesting the Agency to Introduce Candidates for a position, the Client authorises the Agency to advertise that position.
- 4.2. When requesting the Agency to Introduce Candidates for a vacancy, the Client will provide to the Agency the following information:
 - 4.2.1. the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
 - 4.2.2. the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
 - 4.2.3. any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
 - 4.2.4. the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
 - 4.2.5. any expenses payable by or to the Candidate;
 - 4.2.6. the minimum rate of remuneration, the intervals of payment and any other benefits;
 - 4.2.7. the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;
 - 4.2.8. whether the Client intends to Engage the Candidate otherwise than as an employee on a contract of service; and
 - 4.2.9. whether the vacancy involves working with vulnerable persons, including persons under the age of 18 or persons in need of care or attention by reason of old age, infirmity or any other circumstances.
- 4.3. The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 4.4. The Client shall ensure that all information provided to the Agency does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).

- 4.5. The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the above and unless otherwise requested in writing, the Client acknowledges and agrees that it is the Client's responsibility to:
 - 4.5.1. take up and verify references relating to the Candidate's qualifications, skills, character and experience;
 - 4.5.2. check the validity of the Candidate's qualifications;
 - 4.5.3. ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;
 - 4.5.4. obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and
 - 4.5.5. ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 4.6. If the Client removes a Candidate from an Engagement in circumstances which would require the Agency to provide information to the Disclosure and Barring Service (or equivalent authority) under the Safeguarding Legislation, the Client will give enough information to the Agency to allow it to comply with its statutory obligations.
- 4.7. The Client must not seek to employ any member of the Agency'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 5.
- 4.8. The Client warrants that it shall immediately, and in any event within 24 hours of the Agency's first provision of information relating to the Candidate's identity, inform the Agency if the Client believes that it is aware of the identity of the Candidate other than via information supplied by the Agency. The Client agrees that it will be deemed not to have been aware of the identity of the Candidate prior to the Agency's provision of the information relating to the Candidate's identity if the Client fails to provide such a notice within the aforementioned 24 hours.
- 4.9. The Client acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by the Client in accordance with clause 4.2.
- 4.10. The Client shall inform the Agency as soon as reasonably practicable in the event that any relevant information changes following the submission of that information to the Agency.
- 4.11. It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work permits).
- 4.12. It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
- 4.13. The Client agrees to notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate.
- 4.14. The Client agrees to notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency.
- 4.15. The Client must notify the Agency immediately if, following the Engagement of a Candidate, the Candidate's remuneration increases at any time during the first 12 months of the Engagement and the Introduction Fee detailed in clause 5 will be increased accordingly.
- 4.16. If, in the event that there is an Introduction of a Candidate which does not result in the Client Engaging the Candidate via the Agency, the Client then, without notifying the Agency, Engages that Candidate in any capacity within the Introduction Period, then the Client will be liable for an Introduction Fee calculated at 35% of the Candidate's annual Remuneration.
- 4.17. The Client is responsible for payment of Remuneration to the Candidate following Engagement.

5. Fees:

- 5.1. The Client will pay an Introduction Fee to the Agency in respect of each Candidate Engaged by the Client. The Introduction Fee will be calculated either as a fixed fee or provided the Candidate is employed on a full-time basis, then as a percentage of the Candidate's Remuneration during the first 12 months of the Engagement, exclusive of VAT.
- 5.2. The standard Introduction Fee shall be calculated on 15% of the Candidates annual Remuneration unless otherwise agreed in writing by an authorised representative of the Agency.
- 5.3. The Client may request a Negotiation Meeting to discuss the availability of a three-tier pricing structure To schedule a Negotiation Meeting please contact Harry Driscoll by email to Harry@princeresourcing.co.uk.
- 5.4. The Client acknowledges that the Negotiation Meeting does not guarantee a fee reduction and is solely meant to explore potential pricing options based on the circumstances and needs of the Client.
- 5.5. The Agency reserves the right to modify or discontinue the three-tier pricing structure offering at any time, at its sole discretion.
- 5.6. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 5.2 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 5.7. If the Engagement of a Candidate is for a fixed term of less than 12 months or the Engagement is on a part-time basis then the Introduction Fee will be calculated from the full-time equivalent salary for the period of up to 12 months from the original Engagement, subject to the Minimum Fee.
- 5.8. The Introduction Fee will become due immediately on the commencement of an Engagement, at which point the Agency shall render an invoice to the Client.
- 5.9. The payment of the Introduction Fee will be made by the Client to the Agency or, where applicable, the Agency's assignee, within 14 days of the date of the Agency's invoice.
- 5.10. The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Agency and Engaged by the Client, a further Introduction Fee will be payable.
- 5.11. Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.
- 5.12. All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 5.13. If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, the Agency will be entitled:
 - 5.13.1. to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment;
 - 5.13.2. to require the Client to pay, in advance, for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and
 - 5.13.3. not to perform any further Recruitment Services (or any part of the Recruitment Services).
- 5.14. The Clients obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar right.
- 5.15. In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency or within 12 months of leaving the Agency, the Client shall be liable to pay the Agency a fee equivalent to the Introduction Fee calculated in accordance with clause 5.2. For the avoidance of doubt, the Client shall not be entitled to a refund for any fee due under this clause 5.15 in any circumstances.

5.16. The Agency reserves the right to assign any monies due from the Client under these Terms to an invoice finance company or factoring company. If the Client receives an invoice with a notice of assignment, the Client must make the relevant payment to the Agency’s assignee to discharge the Client’s liability in respect of such invoice.

6. Refunds

6.1. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 10 weeks from the date of commencement of the Engagement; then the Client may be entitled to a partial refund of the Introduction Fee or free Replacement Candidate where:

6.1.1. It was paid on time, and;

6.1.2. The Engagement is terminated in line with the table below:

6.1.3.

Week of Termination	% of Introduction Fee Refundable
1 – 5 weeks	100%
6 – 8 weeks	50%
9 – 12 weeks	25%

6.2. In order to qualify for the refund set out in clause 6.1, the Client must comply with the provisions of clause 5.9 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.

6.3. For the purposes of this clause 6 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.

6.4. In circumstances where there has been late payment by the Client, the full Introduction Fee is payable and there shall be no entitlement to a refund.

6.5. If subsequent to the Client receiving a refund the Candidate is Re-engaged within a period of 6 calendar months from the date of termination then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the Re-engagement of this Candidate.

7. Introductions to Third Parties

7.1. Introductions of Candidates are confidential. If a Client discloses a Candidate’s details to a third party, that will be deemed to be a “Third Party Introduction”. If that Third Party Introduction results in an Engagement of the Candidate by the third party within the Introduction Period, then the Client will be liable to the Agency for payment of an Introduction Fee calculated at 35% of the Candidate’s annual Remuneration. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 6 in any circumstances.

8. Liability

8.1. The Agency 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 Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency 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.

8.2. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of these Terms by the Client.

9. Confidentiality and Data Protection

9.1. All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. Termination

- 10.1. Without prejudice to the other remedies or rights a party may have, either party may terminate this Agreement, at any time, on written notice to the other party (Other Party):
- 10.1.1. if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 7 days, the breach is not remedied within 14 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
- 10.1.2. if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, the notice will take effect as specified in the notice.
- 10.2. On termination of this Agreement, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Agency for the performance of the Recruitment Services before the date of termination.

11. Notices

11.1. All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email. Any such notice shall be deemed to have been served; if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

12. Severability

12.1. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

13. Force Majeure

13.1. Neither Party to these Terms 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, pandemics, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Party in question.

14. Governing Law and Jurisdiction

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

Signed by a duly authorised representative on behalf of the Agency:	Signed by a duly authorised representative on behalf of the Client:
Name: Harry Driscoll	Name:
Signature: H DRISCOLL	Signature:
Title: Director	Title:
Date: 25/06/24	Date:

SCHEDULE – Privacy Notice

The Agency's privacy notice can be found at: <https://princeresourcing.co.uk/privacy-policy/>

For any queries or complaints relating to the handling of Personal Data please contact harry@princeresourcing.co.uk or write to:

DPO
Sunnycroft,
Sunnycroft Lane
Dinas Powys
CF64 4QP