



Terms and Conditions for Permanent Staff



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TC1NC | Effective from: 01.03.2024

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1. Definitions

1.1 In these terms the following definitions apply:

“Agreement” means these terms and conditions, the Assignment Schedule, and any other schedules and annexes agreed between the parties from time to time;

“Applicant” means any person introduced by northco to the Client;

“Client” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Applicant is given an Introduction to;

“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, following the Client’s Instruction to northco to search for an Applicant; or (ii) the passing to the Client of a CV or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

“Introduction Fee” means the fee payable by the Client to northco for an Introduction resulting in an Engagement;

“Retained Assignment” means the Client will pay upfront Fees to northco who will operate on an exclusive basis to fill the role;

“Remuneration” includes gross base salary or fees, guaranteed and/or anticipated 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 or any third party.



2. The Contract

2.1 All and any business undertaken by northco is transacted subject to the terms and conditions hereinafter set out, each of which shall be incorporated or implied in any agreement between northco and the Client.

2.2 In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless otherwise expressly agreed by northco in writing. northco is acting in the capacity of an employment agency.

2.3 The arrangement of an interview, or the interview of any Applicant introduced by northco whether effected by northco directly or by the Client shall be deemed to be acceptance of, and agreement to, northco's terms and conditions by the Client. The provision of a CV or any information sufficient to identify the Applicant following a request by a Client shall also be deemed to be acceptance of these terms and conditions. Where northco is retained by the Client for a Retained Assignment, northco's terms and conditions shall apply upon the acceptance by northco of the Retained Assignment. The Introduction Fee (as defined below) will be charged whether or not the Client knew of the Applicant previously.

2.4 Any amendments to these terms and conditions must be in writing and signed by an authorised representative of northco.

2.5 If any provision, clause or part-clause of these terms and conditions is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this contract shall remain in full force and effect to the extent permitted by law.

3. The Role Details

3.1 When specifying the requirements for a particular role the Client shall provide northco with full details of:

- i. the intended duties of the Applicant;

- ii. any special skills, authorisations, qualifications and training which the Applicant is required to have. Further, the Client should also inform northco by law or professional body to have a particular qualification to carry out the role;

- iii. the date on which the Client requires the Applicant to commence work;

- iv. the location at which the work will be performed and the hours of work;

- v. the minimum rate of remuneration and any other benefits which would be offered to the successful Applicant;

- vi. the intervals at which the successful Applicant would be paid;

- vii. the length of notice either party would be required to give to terminate the employment;

- viii. any special hazards which the Applicant will face;

- ix. any health and safety information which the Client wishes northco to pass on to the Applicant.



4. The Fees

4.1 On a Non-Retained Assignment, a fee shall become payable by the Client on the day the Applicant commences work or enters into an expressed or implied contract of employment with the Client, whichever is the soonest, which term includes employment or use whether under a contract of service or for services ("the Introduction Fee").

4.1.1 If, after acceptance of an offer of engagement but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of northco, not to proceed with the engagement, it shall still be liable to pay northco the applicable Introduction Fee as detailed below. The Client agrees to notify northco forthwith upon the engagement by the Client of an Applicant introduced by northco and, if so requested by northco, will provide copies of all terms of such engagement.

4.2 On a Retained Assignment, fees will be payable as follows (unless otherwise agreed):

- i. an Assignment Fee is payable immediately upon commencement of the assignment and is non-refundable;
- ii. a Shortlist Fee is non-refundable and payable upon presentation to the Client of a minimum of 3 Applicants who in the reasonable opinion of northco meet the agreed specification;
- iii. a Completion Fee which incorporates the Total Fee based on the actual gross remuneration of the Applicant as set out below, minus the Retainer Fee and Shortlist Fee (if levied) and is payable on the day the Applicant enters into a binding contract of employment (which term includes employment or use whether under a contract of service or for services) with the Client. If, after acceptance of an offer of engagement, but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of northco, not to proceed with the engagement, it shall still be liable to pay northco the Completion Fee. The Client agrees to notify northco forthwith upon the engagement by the Client of an Applicant introduced by northco and, if so requested by northco, will provide copies of all terms of such engagement. If the Client fails to provide this information upon request, then northco shall, at its discretion calculate the Fee based on the remuneration packages of other Applicants in a similar role.



4.3 As detailed below, all fees are expressed and calculated as a percentage of the Applicant's first year's anticipated (including guaranteed and non-guaranteed elements) gross remuneration which shall include (without limitation) salary, benefits, commission, bonuses, overseas premiums, living/accommodation allowances, profit share, 'sign on' fees and any other financial emoluments that have been provided to act as an incentive to the Applicant to join the Client. The provision of a car is valued at £5,000.00 additional remuneration. Notwithstanding the above the minimum fee in respect of each placement will be £2,500.

| Retained Assignment | Gross Remuneration to £24,999 | Gross Remuneration £25,000 - £39,999 | Gross Remuneration from £40,000 + |
|-------------------------|-------------------------------|--------------------------------------|-----------------------------------|
| Assignment Fee | 6.0% | 8.0% | 10.0% |
| Shortlist Fee | 6.0% | 8.0% | 10.0% |
| Completion Fee | 8.0% | 9.0% | 10.0% |
| Total Fee | 20.0% | 25.0% | 30.0% |
| Non-Retained Assignment | Gross Remuneration to £24,999 | Gross Remuneration £25,000 - £39,999 | Gross Remuneration from £40,000 + |
| Introduction Fee | 20.0% | 25.0% | 30.0% |

4.3.1 Where applicable, Value Added Tax will be charged in addition at the appropriate rate.

4.4 Fees will be payable as a result of the engagement of an Applicant (Such term Shall include the engagement of an Applicant as an employee, franchisee, consultant, licensee, commission only, partner or agent) notwithstanding the fact that the engagement may not comply with the Client's original requirement or Role Details. In the event that more than one Applicant is engaged by the Client, then the Client shall pay an Introduction Fee, as detailed above, in respect of each Applicant.

4.5 For part-time positions, Fees will be calculated by the using the gross annual remuneration and fee scale applicable, then a pro- rata application based on the number of days worked per week. The Client agrees to notify northco immediately of any increase in days worked by the Applicant and to accept liability of any further immediately of any increase in days worked by the Applicant and to accept liability of any further

Fee that will be due.

4.6 If a Retained Assignment is cancelled, put on hold or deemed by northco to be inactive beyond a period of 8 weeks, then in addition to the Retainer Fee and Shortlist Fee (if submitted), the Client shall pay a cancellation fee of 10% of the stated remuneration, plus all the agreed advertising costs and travel expenses.to be inactive beyond a period of 8 weeks, then in addition to the Retainer Fee and Shortlist Fee (if submitted), the Client shall pay a cancellation fee of 10% of the stated remuneration, plus all the agreed advertising costs and travel expenses.

4.7 If the Candidate's Remuneration is not paid in Pounds Sterling, for the purposes of calculating the Introduction Fee, the Recruiter shall convert the Remuneration to Pounds Sterling using the exchange rate published by the Bank of England on the invoice date and shall submit the invoice in Pounds Sterling. The Client shall bear any bank charges and currency exchange costs when paying the Recruiter's invoice.

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4.8 If northco provides an advertising service to the Client, all prior-agreed advertising costs will be charged to the Client as incurred, and the Client will pay the agreed artwork or creative concepts costs incurred by northco. An advertisement may only be cancelled on sufficient notice as determined by northco to enable northco to withdraw the advertisement.

4.9 northco shall on behalf of the Client reimburse an Applicant his travelling and out-of-pocket expenses in connection with attending an interview with the Client and such costs shall be paid by the Client within fourteen days of the invoice date.

4.10 If circumstances occur whereby northco need to take legal action to recover the monies due by the Client, the Client shall be responsible for covering any legal costs northco incurred within fourteen days of the case closing.

5. Payment Terms

5.1 All monies due hereunder shall be paid by the Client within fourteen days of the invoice date. In the event of late payment we reserve the right to charge interest on all overdue invoices at a rate of 2% per month.

6. Introductions

6.1 In the event that any Applicant is rejected by the Client or any Applicant rejects an offer of engagement by the Client, the Client shall pay the Introduction Fee to northco in accordance with this Condition 4 if the Applicant is subsequently engaged by the Client within twelve months of the date on which the Applicant was last introduced to or interviewed by the Client, via northco, – whichever is the latter (“the, – whichever is the latter (“the Last Introduction Date”). No rebate will be applicable for such an engagement under any circumstances.

6.2. Fees as set out in Condition 4 will also be payable if, within 12 months of the Last Introduction Date;

- (i) the Client employs or engages any Applicant, in any capacity, either directly, or via an employment business, or employment agency; or
- (ii) the Client uses the services of any Applicant, in any capacity, otherwise than through northco whether facilitated directly by the Client or Applicant, including, but not limited to outsourcing, or corporate restructuring; or
- (iii) the Client employs or engages any Applicant as a direct or indirect result of any Applicant responding to an internal or external advertisement published by the Client, or any or its representatives or agents.

No rebate will be applicable for such an engagement under any circumstances.

6.3 If the Client introduces or re-introduces an Applicant to another person, firm, body, common directorship or corporation associated with it resulting in the engagement of the Applicant by that person, firm, body, or corporation within twelve months of the Last Introduction Date, the Client shall pay the Introduction Fee in accordance with Condition 4 above.

No rebate will be applicable for such an engagement under any circumstances.



6.4 The introduction of an Applicant or the provision of an Applicant's details is done on a strictly confidential basis and is conditional upon the Client agreeing not to disclose any information about an Applicant to any other person, firm or corporation without northco's prior written consent. In particular, the Client shall not approach the Applicant's referees or current employer unless and until the Applicant has formally accepted the Client's written offer of engagement.

6.5 Fees as set out in Condition 4 will also be payable if within 12 months of acceptance of northco's Terms and Conditions in accordance with Condition 2.3 or the Last Introduction Date, whichever is later:

- (i) the Client or any person, firm, body, common directorship or corporation associated with it engages, in any capacity, whether under a contract of service or a contract for services, any person who at the time of such engagement, or who, within 13 weeks immediately prior thereto, was employed by northco or anybody associated with it ("northco Employee"); or
- (ii) any other party engages, in any capacity, whether under a contract of service or a contract for services any northco Employee where such engagement has resulted directly or indirectly from the Client passing information about the northco Employee to another party.

6.6 In the event that any northco Employee accepts an Engagement with the Client while employed by northco or within 12 months of leaving northco, the Client shall be liable to pay northco a fee equivalent to 100% of their salary. For the avoidance of doubt, the Client shall not be entitled to a refund for any fee due under this clause in any circumstances.

7. Repayments

7.1 No rebate shall be payable if:

- I. employment is rescinded for no good reason;
- II. northco is not notified in writing within 7 days of the termination of the employment together with the reason(s) for it;
- III. the fee is not paid to northco within the time frame agreed in Clause 5.1;
- IV. the cause of termination has no bearing on the Candidate's qualifications, capability or conduct;
- V. the Candidate is let go as a result of redundancy



8. Set-off

8.1 The Client Agrees that arrangements in relation to each Applicant and each Retained Assignment or Non-Retained Assignmentch represent individual contracts and that the Client shall have no right of set off or counter claim between individual agreements.

9. Suitability and References

9.1 northco shall endeavour to ensure the suitability of an Applicant and to maintain a high standard of service and integrity, but makes no warranty, express or implied, as to such suitability. The Client shall immediately inform northco should there be any reason or circumstance under which it would be detrimental to the interests of northco, the Client or the Applicant for the Applicant to take up a position with the Client.

9.2 When assessing the suitability of an Applicant, northco shall place reliance on the Role Details provided by the Client and the Client accepts that northco will make no further assessment of the Client's requirements including but not limited to the matters referred to in Condition 3.1(ii) above.

9.3 northco agrees to obtain the Applicant's confirmation that the Applicant has the experience, training, qualifications and/or authorisations specified in the Role Details. northco shall not undertake any further checks unless requested to do so by the Client.

9.4 The Client shall be responsible for arranging all medical examinations and investigations of the Applicant (including the confirmation of any professional or academic qualifications) and for obtaining any work and other permits and shall satisfy itself as to the suitability of any Applicant prior to any engagement.

10. Liability

10.1 northco shall not be liable to the Client for any loss of profit, loss of business, loss of use or any indirect, special, punitive or consequential damages.

10.2 northco shall not be liable for any loss, injury, liability, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an engagement and, in particular, but without limitation to the foregoing, any such loss, injury, liability, damage, expense or delay arising from or in any way connected with;

(a) failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to Condition 7);

(b) any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

(c) any loss, injury, damage, expense or delay incurred or suffered by an Applicant after acceptance of an offer of engagement from the Client; provided that nothing in this Condition 10 shall be construed as purporting to exclude or restrict liability of northco to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability, any exclusion or limitation of which is prohibited by law.



10.3 The Client hereby undertakes to indemnify northco in respect of any and all liability of FR which results from any breach by the Client of any of its obligations under these terms and conditions.

10.4 Any circumstances allegedly giving cause for complaint about an Applicant or an invoice must be notified to northco and confirmed in writing as soon as the cause of the alleged complaint arises.

10.5 northco shall not be held liable for any failure or delay in performing its obligations under these terms and conditions where such failure or delay is caused by events beyond its reasonable control.

11. Law

11.1 These terms and conditions shall be governed and construed in accordance with the law of England & Wales and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales.