



IT Consultants Direct Limited

enquiries@itcd-group.co.uk

Terms of Business

Contract/Temporary Recruitment

This agreement sets out the terms on which we agree to carry out recruitment business for you. These terms come in to force when an introduction has been made as defined in paragraph 1 below. These terms may only be changed by written confirmation from us to you of any alterations, at the time we begin to act for you.

It is our commitment to address your recruitment needs with proper levels of service, skill and attention.

- (1) An introduction will have taken place when we provide you with information on a candidate.
- (2) We do not carry out checks on candidates' references or qualifications. We do request evidence of eligibility to work in the UK/EU from candidates which we pass on to you, but it is your responsibility to carry out all necessary checks on candidates and to ensure that all requirements have been met, including, but not limited to those related to eligibility and security.
- (3) We introduce candidates to you; we are not able to and do not provide any warranty that the candidates are technically or otherwise suitably qualified.
- (4) For Contract/Temporary recruitment there is no recruitment fee to you – unless you subsequently offer a permanent position to the candidate within 6 months of the last day of the candidate being on a contract/temporary assignment with you. Details of our permanent charging rates can be found in the sister document entitled **Terms of Business – Permanent Recruitment** – available from our sister web site <http://www.itcd-group.co.uk/permanent/> or by e-mail on request. Our fee comes from a commission we retain when paying for the contractor's services.
- (5) All negotiations, financial and otherwise should be conducted with us and not with the candidate.
- (6) An appointment is deemed to have taken place whether or not a probationary period has been agreed;
 - a. When a candidate is employed (or is engaged on a contract for services) on a permanent basis; or
 - b. When a candidate is employed (or engaged on a contract for services) on a temporary or contract basis; or



- c. If you are in breach of clause 7 below and such breach leads to the appointment of the candidate by the third party.
- (7) The provision of candidates' details is done in the strictest confidence. You may not pass those details provided by us to any third party, including, but not limited to any associated subsidiary or such other company with which you are connected. The sole use of any data provided to you is for you to judge the suitability of the candidate for employment by you, and you will not use such data for any marketing activity by you or allow it to be used by any third party.
 - (8) We will invoice you for the candidate's services and all payments must be made to us and not to the candidate. We will pay the candidate on production of a supporting time sheet signed by a nominated person or persons in your organisation. You agree to pay our invoice when supported by such a signed time sheet.
 - (9) Our terms of payment are strictly 7 days from date of invoice, and under the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest on such sum as is outstanding at that date at the rate of 4% above the current Nat West Bank PLC base rate until payment in full is made.
 - (10) We reserve the right to withdraw the services of any candidate if our invoice(s) are not settled in accordance with the terms stated therein.
 - (11) If you re-engage the candidate within 6 months of their last working day with you, either our permanent recruitment fee, or our mark-up commission will be payable, depending on the nature of such employment offered to the candidate.
 - (12) In the event that you have a complaint regarding any part of our service, then you should provide us with details of your complaint in writing within 14 days of the date the complaint arose. We will undertake to provide you with a written response within 14 days of receipt of your complaint.
 - (13) In the event that we relax any of the terms of this agreement for whatever reason, we retain the right to enforce them strictly again at any later time.
 - (14) This document and any covering letter constitute the whole of the contract between you and us.

NB. All fees are subject to VAT at the prevailing rate.



Terms and Conditions Contractor Engagement

Signed and agreed

Signed by _____ on behalf of _____

this date _____

Name in capitals: _____