



Terms of Business for – Permanent Contractor Recruitment Services

This Agreement is made between Talentbridgesolutions, an engagement agency (hereinafter to be referred to as Talentbridge) and you (hereinafter to be called 'The Client').

1. Talentbridge will introduce Contractor to the Client for acceptance by the Client as a permanent contractor employed by Talentbridge on the clients behalf. Once an appointment takes place Talentbridge fees as set out in paragraph 15 becomes payable.
2. The monthly fee will be agreed between Talentbridge and the Client prior to the introduction of the contractor to the client.
3. With the introduction of a Contractor, the terms of this Agreement are deemed to have been accepted by the Client.
4. These terms shall constitute the only contract between Talentbridge and the Client and can only be varied by the written Agreement of both Talentbridge and the Client.
5. Any amendments to these Terms of Business can only be approved by one of the Partners of Talentbridge and any amendment must be confirmed in writing by one of them in-order to be valid.
6. An introduction is deemed to have taken place by the provision of any information about a contractor to the Client, which allows the contractor to be identified, regardless of whether or not the Client knew the contractor prior to the introduction. Following an introduction if the Client is already communicating with the contractor in relation to a possible appointment, then the Client must inform Talentbridge immediately. If the Client continues to use Talentbridge to provide services with regard to this contractor and the Client appoints the contractor, a monthly fee in accordance with paragraph 15 will become due. If it is unclear or ambiguous as to how the Client learned about the contractor for the first time, the Client will be responsible for providing evidentiary documentation on Talentbridge's demand.
7. To enable Talentbridge to introduce suitable Contractors, the Client must provide Talentbridge with all relevant information on its vacancies including the anticipated start date, the position and type of work required, the experience, training and qualifications necessary for the position, and any benefits package, employee/employer notice period requirements and any known risks to health and safety.
8. The client will clearly specify all benefits that the contractor will accrue when working for the client and will grant 4 weeks paid holiday and 3 days sick pay whilst the contractor is in the clients engagement.
9. Information relating to any Contractor is supplied on a strictly confidential basis and may only be used by the Client in connection with this Agreement.
10. An appointment takes place once the Client informs Talentbridge that they would like to accept the contractor, and the contractor accepts such engagement and whether or not such an appointment is conditional upon the successful completion of a probationary period. Should an appointment take place then the fees as set out in paragraph 15 shall be payable.
11. All contractors will work remotely and Talentbridge will be the employer of record, however the client is permitted to embed the contractor in the culture of the company and engage with them as if they were the legal employer.
12. Should the Client fail to advise Talentbridgesolutions of the appointment within 14 days of the start date, a fee becomes payable of 100% of the anticipated first year's remuneration of the Contractor or £15,000, whichever is the greater.
13. If an appointment of a Contractor is made by the Client or the contractor is offered an employment contract by the client directly within 12 months of the initial introduction or any subsequent reintroduction by Talentbridge then the fees as set out in paragraph 15 shall become payable to Talentbridge. If the Client appoints any contractor that they have discussed with Talentbridge, in anyway, in the 12 months prior to the appointment a fee becomes payable of 100% of the anticipated first year's remuneration of the Contractor or £15,000, whichever is the greater.
14. Information relating to contractors is strictly confidential. If an appointment takes place by a third party as a direct result of the Client having given information relating to the Contractor to the third party the Client shall be liable to pay a fee of 100% of the anticipated first year's remuneration of the Contractor or a fee of £15,000, whichever is the greater. A third party includes but is not restricted to any associated company, subsidiary or other company with which the Client is connected.
15. The Client is expressly obliged to maintain the confidentiality of any fee agreed with Talentbridge and will not share it with contractor or seek from the contractor his or her or any of her colleagues salaries or conditions as agreed with Talentbridge. Any breach of this agreement will make the Client liable to pay a fee of 100% of the anticipated first year's remuneration of the Contractor or a fee of £15,000, whichever is the greater. Should an offer concluding a main contract be retracted prior to the contractor joining the Client, then the Client shall be liable for an administration fee of £2,500 whether or not the contractor was known previously by the Client.
16. Talentbridgesolutions's fees become payable on the start date of a contractor appointment and will be paid monthly in advance. If the contract is terminated or the contractor dismissed for whatever reason 2 months fees plus any overdue fees will immediately become payable.
17. Talentbridge fees are include the full cost of employing the contractor and the only variation will be any agreed increases or increments made by Talentbridge and the Client from time to time.
18. An invoice will be sent 14 days prior to the start date or month end, and payment is due prior to the start of every month, ie monthly in advance. The Client agrees to supply Talentbridge with any required Purchase Order in advance of the start date. Compensation payments and statutory interest will be due from the Client to Talentbridge on the sum due (calculated monthly) in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended). If Talentbridge incurs any legal or non-legal costs as a result of non-or late payment of invoice, the Client will become liable to pay such costs.
19. If the appointment of a Contractor is terminated by the client, the client will give two months notice to Talentbridge and agrees that payment will be made in full for the notice period and that no rebate shall be payable.
20. Talentbridgesolutions will obtain references pertaining to a particular contractor, if requested. Talentbridgesolutions takes no responsibility for any loss, damage or delay caused by the contractor. The Client is responsible for ensuring the suitability and capability of a contractor for engagement, their skills, qualifications, integrity and the satisfaction of any medical requirements.
21. This Agreement shall be construed in accordance with English law and the parties agree to submit to the jurisdiction of the English courts.

Client:
Name: _____
Date: _____
Signed: _____

Talentbridgesolutions
Name: Steven Katirai (Partner)
Date: _____
Signed: _____

Talentbridgesolutions Partners
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