



***CONDITIONS OF
CONTRACT
FOR THE
INTRODUCTION OF
PERMANENT
CONTRACT STAFF***

XXX-CON-XXX Rev 0

Appletree Recruitment Ltd
12 Leyfield,
Albourne'
West Sussex
BN6 9DA

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1. INTERPRETATION

1.1 In these Conditions:

"APTR"	means [Appletree Recruitment Limited, 12 Leyfield, West Sussex, BN6 9DA] (registered in [England and Wales] under number [4247517] who has been engaged to introduce Permanent Contract Staff.
"CLIENT"	means [xxxxxxxxxxxxxxxx] (registered in [England and Wales] under number [xxxxxx] or any subsidiary or associated company, who has engaged APTR to introduce Permanent Contract Staff.
"CONDITIONS"	means the standard terms and conditions of contract set out in this document and (unless the context otherwise requires).
"CONTRACT"	means the contract for the Introduction of Permanent Contract Staff.
"CANDIDATE"	means the individual introduced to the CLIENT, by APTR, to be considered for employment on a permanent staff basis

2. BASIS OF INTRODUCTION OF PERMANENT CONTRACT STAFF

- 2.1 These conditions are deemed to be accepted by the CLIENT by virtue of an offer of employment to a CANDIDATE previously introduced to the CLIENT, by APTR, for such a position.
- 2.2 No variation to the these conditions shall be binding unless agreed in writing between the authorised representatives of APTR and the CLIENT.
- 2.3 For the purposes of the agreement, APTR will introduce CANDIDATES to the CLIENT, and assist in negotiating engagement terms when requested to do so by the CLIENT.
- 2.4 It is the responsibility of the CLIENT to ensure that all relevant UK statutory requirements and European Union employment and tax requirements are met, including all necessary vetting, security checks, securing of work permits.

3. INDEMNITIES AND INSURANCE

- 3.1 A CANDIDATE engaged by the CLIENT is deemed to be under the direction and control of the CLIENT from the time the CANDIDATE takes up the duties for the entire duration of the employment.
- 3.2 The CLIENT agrees to be responsible for all acts, errors and omissions of the CANDIDATE engaged in employment by the CLIENT, be they wilful, negligent or otherwise.
- 3.3 The CLIENT will indemnify and save harmless APTR against all actions, claims, demands, liabilities, damages, losses, costs and expenses that may arise through any part of the process of engagement of the CANDIDATE by the CLIENT.
- 3.4 The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

4. CONFIDENTIALITY

4.1 Both parties agree to maintain complete confidentiality regarding each others business sources and will only disclose such sources to named parties pursuant to the express written permission of the other party having introduced the source.

5. CHARGES FOR SERVICES

5.1 The Client shall pay APTR, as a fee, **15%** of the initial gross annual salary of the successful CANDIDATE, once the CLIENT and the CANDIDATE have agreed the contract of employment, based on the following milestones:

i) 50% Upfront payment upon CANDIDATE acceptance of employment

ii) 50% Upon CANDIDATE satisfactorily completing first 3 months employment

5.2 In the event that the CANDIDATE leaves employment with the CLIENT or is dismissed before the milestones stated in 5.1 above are achieved, then the balance of the fee will be waived by APTR.

5.3 VAT at 17.5% shall be charged in addition to 5.1 above

6. INVOICING AND PAYMENT

6.1 Charges shall be invoiced by APTR and are payable within 14 days of the invoice date.

6.2 Overdue invoices will be charged in accordance with Late Payment of Commercial Debts (Interest) Act 1998 per working day invoice is overdue.

6.3 Payment shall constitute the payment of cleared funds in to APTR bank account either by means of credit transfer or by cheque, payable to "Appletree Recruitment Ltd."

Signed

For XXXXXXXXXXXX

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Date

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For Appletree Recruitment Ltd

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A.M.Band

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Date