



Terms of Business *for the supply of Permanent or Contract Staff*

1. DEFINITIONS

"Applicant"	means the person introduced by the Agency to the Client for an Engagement.
"Client"	means the person; firm or corporate body together with any subsidiary or associated Company.
"Agency"	means Tigerlily Childcare Limited.
"Engagement"	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis.
"Introduction"	means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of Applicant details.

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Tigerlily Childcare, these Terms of Business prevail over any other terms of business.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees:
 - a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant and to pay the Agency's fee within 7 days of the date of invoice.
- 3.2. The Agency reserves the right to charge the client a 10% surcharge on all account not settled within this period.
- 3.3. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Agency's Fee Structure.
- 3.4. If the Client subsequently engages or re-engages the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.3 above becomes payable.

4. REFUNDS

- 4.1. If the Engagement terminates before the expiry of 6 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the following scale of refund will be given subject to the conditions below:
Weeks 0 to 2 the client will be entitled to a 50% refund
Weeks 2 to 4 the client will be entitled to a 30% refund
Weeks 4 to 6 the client will be entitled to a 15% refund
 - (a) The agency is informed in writing within 3 days of the termination
 - (b) The relevant fee has been settled within 7 days of the date of invoice
 - (c) The employment has not been terminated due to unreasonable demands by the Client, or a change in job description or job location
 - (d) The client is still intending to employ a child carer and the Agency is given 3 weeks to find a suitable replacement. No refund will be given where the Client retains the services of a Candidate, even though the Client considers the Candidate unsatisfactory.

5. CANCELLATION FEE

- 5.1. If after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency an administration fee of £100.00.

6. INTRODUCTIONS

- 6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee.

7. SUITABILITY AND REFERENCES

- 7.1. Whilst the Agency endeavours to ensure the suitability of any Applicant introduced to the Client. The Client must satisfy themselves to the overall suitability of any Applicant introduced. The Agency only acts as an introduction and booking agent and advises the client to take up references provided by the applicant, check and retain copies of the applicants ID and necessary certificates and if applicable to check the Applicants driving licence on a quarterly basis.
- 7.2. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.3. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.4. The Client as the Employer is responsible for the issuing of an employment contract, wage slips and the payment of all Tax and National Insurance contributions. The Agency acts only as an introduction and booking agent therefore holds no employer responsibility for any Applicant, whether introduced on a permanent, contract or temporary basis.

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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 an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

9. **LAW**

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

Signed for and on behalf of the Client:

Dated: