



Terms of Business for Permanent Clients

This Agreement is made between Upstream Resourcing Ltd, an employment agency (hereinafter to be referred to as 'Upstream Resourcing') and the Client (hereinafter to be called 'The Client').

1. Upstream Resourcing will introduce Candidates to the Client for appointment by the Client. Once an appointment takes place Upstream Resourcing's fee as set out in paragraph 9 becomes payable.
2. An introduction of a Candidate shall be deemed to have taken place when Upstream Resourcing provides the Client with any information which identifies a Candidate. To enable Upstream Resourcing to introduce suitable Candidates, the Client must provide Upstream Resourcing 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, the anticipated salary and benefits package, employee/employer notice period requirements and any known risks to health and safety.
3. CVs relating to Candidates are supplied on a strictly confidential basis and may only be used by the Client in connection with this Agreement. Should an appointment take place as a result of the Client having received a CV from Upstream Resourcing then a fee as set out in paragraph 9 shall be payable.
4. If an appointment of a Candidate is made by the Client within 12 months of an introduction Upstream Resourcing's fee as set out in paragraph 9 shall be payable.
5. An appointment takes place whether a Candidate is engaged on a temporary basis or employed on a permanent basis by the Client.
6. If an appointment takes place by a third party as a direct result of the Client having given information relating to the Candidate to the third party the Client shall be liable to pay a fee of 40% of the anticipated first year's remuneration of the Candidate 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.
7. The Client shall notify Upstream Resourcing immediately an appointment of a Candidate takes place and provide Upstream Resourcing with full details of the appointment and a copy of any job offer made by the Client to the Candidate.
8. Upstream Resourcing's fee is calculated as a percentage of the anticipated first year's total remuneration of a Candidate which means a Candidate's taxable gross remuneration including, but not limited to any guaranteed bonus or commission, car allowance and weighting allowance. The Client shall provide to Upstream Resourcing a full statement of the total remuneration to be received by a Candidate.
9. Upstream Resourcing's fees are:
 - o £0-£18,000 @ 20%
 - o £18,001-£23,000 @ 22 ½%
 - o £23,001-£28,000 @ 25%
 - o £28,001 and above @30%
10. An appointment takes place whether or not such appointment is conditional upon the passing of a probationary period. Should the Client fail to advise Upstream Resourcing of the appointment within 14 days of the start date of the Candidate, as detailed in Clause 7, a fee becomes payable at 40% of the anticipated first year's remuneration of the Candidate or £15,000, whichever is the greater.
11. An invoice is payable within 14 days of its date of issue, after which the Client shall pay to Upstream Resourcing a compensation payment and statutory interest (calculated monthly) on the sum due in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
12. If the appointment of a Candidate is terminated within 8 weeks of the commencement of his/her employment with the Client a rebate will be paid by Upstream Resourcing to the Client at the rate of 12 ½ % of the fee charged by Upstream Resourcing for each full week the Candidate did not work during the 8 week period, subject to paragraph 13 set out below.



13. No rebate shall be payable if:
 - i. an appointment is rescinded for no good reason;
 - ii. Upstream Resourcing is not notified in writing within 14 days of the termination of the appointment together with the reason(s) for it;
 - iii. the fee is not paid to Upstream Resourcing within 28 days of the tendering of the invoice;
 - iv. the cause of termination has no bearing on the Candidate's qualifications, capability or conduct;
 - v. the Candidate is made redundant.
14. Upstream Resourcing takes all reasonable steps to ensure that a Candidate is suitable but unless specifically asked to do so can accept no responsibility for the checking of a Candidate's references relating to his/her qualifications, skills, character, experience, for seeing that the legal and medical requirements relating to a Candidate have been met, or for obtaining necessary work permits.
15. These terms shall constitute the only contract between Upstream Resourcing and the Client and can only be varied by the written Agreement of both Upstream Resourcing and the Client.
16. This Agreement shall be construed in accordance with English law and the parties agree to submit to the jurisdiction of the English courts.