

Terms of Business – Northern Ireland

Perm Doctors for the Health Service and Other Sectors

Conditions of Business for the Introduction of Applicants to be Employed Directly by the Client



I. DEFINITIONS

In these Conditions the following expressions shall be given the following meanings:

- (a) **"The Company"** – means Global Medics, a trading name of Medacs Global Group Limited registered in Ireland with company number 423396 or any of its subsidiaries or associated companies.
- (b) **"The Client"** – any person, firm, company or organisation who approaches or has been approached by the Company with a view to engaging or otherwise employing an Applicant.
- (c) **"An Applicant"** – a person introduced by the Company to the Client for the purposes of an Engagement.
- (d) **"Engagement"** – the employment or other use, by the Client or any third party to whom the Applicant is introduced by the Client, whether under a contract for, a contract for services, self-employed or otherwise, of an Applicant whether or not that position is the same to which any vacancy related and whether or not that position is the same to which the interview related (and engaged shall be construed accordingly). Either or both of the offer and acceptance may be oral or in writing.
- (e) **"Introduction"** – means the passing to the Client of an Applicant's CV or any other information concerning the Applicant or the Client's interview or any subsequent interview of an Applicant, in person, by telephone or videoconference or other means and which are subsequent to the Client's instructions to the Company to search for an Applicant or and where the Applicant is subsequently Engaged. 1.1.6 "Re-introduction" means the resending to the Client of an Applicant's CV or any other information concerning the Applicant or the Client's interview or any subsequent interview of an Applicant, in person, by telephone or videoconference or other means and where the Applicant is subsequently Engaged.
- (f) **"Month"** – means a calendar month.
- (g) **"Week"** – means seven consecutive days.
- (h) In these Conditions, words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.
- (i) All and any business undertaken by the Company is transacted subject to these Conditions all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company. No variation in these Conditions can be made without the written consent of a Director of the Company.
- (j) The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

The acceptance of an Introduction as defined in (e) above shall be deemed acceptance of, and

agreement to, these Conditions on the part of the Client.

2. OBLIGATIONS OF THE COMPANY

- 2.1 The Company will use its reasonable endeavours to introduce to the Client a suitable Applicant to carry out work for the Client of such nature as the Client shall notify to the Company when placing its order for an Applicant.

3. OBLIGATIONS OF THE CLIENT

- 3.1 The Client undertakes to provide to the Company details of the position which the Client seeks to fill:

- (a) the intended duties of the Applicant;
- (b) the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- (c) any health and safety information which the Client wishes the Company to pass on to the Applicant;
- (d) the minimum rate of remuneration, expenses and any other benefits that would be offered;
- (e) the intervals of payment of remuneration; and
- (f) g) The length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

- 3.2 The Client will notify the Company immediately when (or once) an offer of employment is accepted by an Applicant or otherwise upon the commencement of an Engagement (whichever first occurs). Notwithstanding Condition 2.1, the Client shall satisfy itself as to the suitability, for the purposes for which the Applicant is required by the Client, of any Applicant before engaging such Applicant.

- 3.3 The Client shall provide the Company with full details of:

- (a) any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks; and
- (b) any experience, training, qualifications or authorisations including those required by a professional body or by law.

- 3.4 The Client shall be responsible for obtaining such work permits and regulatory and or legal documentation to establish the Applicants eligibility to work in the UK and shall by satisfying itself by the arrangement of medical examinations and/or investigations into the medical history of any Applicant as to any required medical requirements or qualifications as may be required by law in relation to the engagement of an Applicant, save that the Client shall, where the Worker is required by law or any professional body to have any qualifications or authorisations for the position, obtain copies of such qualifications or authorisations or inform the Company it has been unable to do so.

- 3.5 The Client undertakes not to employ or seek to employ any employee of the Company save where the employee accepts an engagement by the Client within three months of such employee leaving the Company and provided that the Client has not directly or indirectly solicited the employee then the Client shall be liable to pay the Company a fee as if the employee had been introduced by the Company.

- 3.6 The Client undertakes that in the event of the Client introducing (directly or indirectly) any Applicant to another person, firm, company or organisation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm, organisation (which the Client shall

immediately notify to the Company) the Client shall pay to the Company an introduction fee in accordance with Condition 4 herein, unless the Engagement occurs more than six months after the introduction of the Applicant to the Client by the Company.

4. FEES

- 4.1 The introduction fee (the "Fee") shall be more particularly set out in the box below marked "Fees" and shall become due upon the following:

- 4.1.1 Immediately when an Applicant arrives in the jurisdiction following their acceptance of an offer of Engagement or otherwise upon the commencement of an Engagement (whichever occurs first) following an Introduction or Re-introduction; or

- 4.1.2 If any Applicant is initially rejected by the Client or the Applicant rejects the Client's offer of engagement and where the Applicant is subsequently engaged by the Client in any capacity within a period of 12 months from the date of either an Introduction or Re-Introduction to the Client or an interview or any subsequent interview is arranged;

- 4.1.3 Where the Company has made an Applicant aware of a vacancy either at the request or with the consent of the Client and the Applicant subsequently approaches the Client and is employed in respect of the same or some other vacancy within the period of 12 months from the date the Company made the Applicant aware of the vacancy;

- 4.1.4 Where the Company has delivered a profile to the Client and arranged a meeting between the Client and the Applicant in each case with the Applicant's consent notwithstanding that any other agency has already done so without the Applicant's consent and the Applicant is engaged by the Client;

- 4.1.5 Where a Client receives a CV and a copy of these conditions, the Client shall be deemed to have accepted this agreement and to have agreed to pay the Fees chargeable by the Company.

- 4.2 In the event that the Engagement is for a fixed term fewer than 12 months, the fee in clause 4.1 will apply as if the Engagement was for a 12 month period. For the avoidance of doubt, where any Engagement is intended to be for a period of less than 12 months the expiration of the fixed term will not give rise to any rebate.

- 4.3 Where the Client contends that a third party has made an introduction and the third party in the opinion of the Client should be paid an introduction fee thereby depriving the Company of a Fee, the Client undertakes to pay the Company the Fee irrespective of any contractual arrangement it has made with the third party.

- 4.4 In the event that there is an Engagement under the terms of this agreement the Client shall notify the Company immediately and provide details of the remuneration.

- 4.5 The Fee for the introduction of the Applicant is payable by the Client within 28 days of the invoice receipt by the Client. The Fee shall be as detailed in Schedule A.

- 4.6 The Company reserves the right to charge interest of invoiced fees overdue by more than seven days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgement.

5. TERMINATION

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- 5.1 In the event of an Applicant terminating and/or the Client lawfully terminating an Engagement, except where the Applicant is made redundant, within 12 weeks of the date upon which such Applicant commenced work for the Client; provided the Client has paid the Fees in accordance with Condition 4 and has notified the Company in writing within 24 hours of the relevant Engagement terminating, the Client shall firstly be entitled to receive a free replacement Applicant.
- 5.2 In the event no suitable replacement Applicant can be identified by the Company, the Client shall receive a rebate calculated as detailed in Schedule A.

6. LIABILITY AND INDEMNITY

- 6.1 The Company shall not be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement or Introduction and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:-

- (a) Failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to Condition 5);
- (b) Any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- (c) Any loss, injury, damage, expense or delay incurred or suffered by an Applicant; provided that nothing in this Condition 6 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence to the extent that this is prohibited by applicable law, nor any statutory liability, any exclusion or limitation of which is prohibited by law.

- 6.2 In consideration of the Company entering into an agreement with the Client in which these conditions are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:-

- (a) Any loss, damage, expense or delay suffered or incurred by an Applicant, howsoever caused; and
- (b) Any loss, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant,

12. JURISDICTION

These Conditions and any contract into which they are incorporated shall be subject to Northern Irish Law and the exclusive jurisdiction of the Courts of Northern Ireland.

13. FOR AND ON BEHALF OF THE CLIENT

We acknowledge that we have read and understood these Conditions and agree to be bound by the same unless and to the extent that these are varied by other Conditions signed by both parties indicating their agreement thereto.

Date:

Name:

Client

/

Trust

Name:

Registered/Operating (if not a private company) Address:

Signature:

Schedule A – Fees and Refund

All fees listed in this Schedule shall apply unless otherwise agreed between the parties

All agreed interview travelling expenses and all agreed advertising costs in relation to the instruction to Introduce Applicants will be charged to the Client as and when they accrue. Any cancellation charges in relation to such expenses will be met by the Client. All such expenses and costs are payable within 14 days of the date of invoice.

Fees:

Scale of Refund

The following scale of refund only applies in the event that the Client complies with the provisions of Condition 5.1 of these Conditions of Business.

Fees: