

TERMS AND CONDITIONS OF BUSINESS AND AGREEMENT FOR THE INTRODUCTION OF PERMANENT STAFF

These terms are effective from January 2024 and supersede all previous terms.

1. These terms between Goodacre UK Limited (Goodacre UK) and whom any candidate is introduced ("the client"), are deemed to be accepted by the client from the time of a request for information regarding a candidate, or the interview or engagement of a candidate introduced by Goodacre UK. For the purposes of these terms the word "introduced" shall be deemed to include, without limitation, the provision by Goodacre UK of any details, whether written or oral, of a candidate or a member of Goodacre UK's permanent staff. Also, for the purposes of these terms the word "engage" shall be deemed to include, without limitation, the acceptance of a candidate's services, whether direct or indirect, in any capacity whatsoever. These terms will apply whether the candidate is engaged for the same type of work for which the introduction was originally effected.
2. The introduction of a candidate as defined in these terms signifies the client's acceptance of these terms.
3. Candidate introductions by Goodacre UK are confidential and the client should not pass details to any third party. In the event of a third-party introduction being made by the client and resulting in employment of the candidate, the client will be responsible to Goodacre UK for the appropriate placement fee.
4. The client undertakes to notify Goodacre UK immediately of an intention to engage a candidate introduced by Goodacre UK.
5.
 - a. The introductory placement fee charged by Goodacre UK is calculated as a percentage of the candidate's base annual salary – pro-rata for fixed term contracts less than 12-month duration - and is payable by the client in the event of the client's engagement of a candidate. Goodacre UK's fee is calculated as 20% of base salary.
 - b. If an engagement terminates (whether by expiry of notice or otherwise) within 12 weeks of the date of commencement of work by the candidate and provided:
 - (i) the Client notifies Goodacre UK in writing of the termination of engagement within seven days of such termination; and
 - (ii) the Client or its subsidiary or associated company shall not engage the candidate within twelve months from the date of such termination; and
 - (iii) the termination is not due to redundancy; and
 - (iv) all monies due from the Client have been paid in accordance with these terms and conditionsthen Goodacre UK shall endeavour to find a replacement at no extra cost to the Client.
If Goodacre UK does not find a replacement it shall refund the fee paid under Condition 5.a above, in the same proportion as the unworked period bears to 12 weeks (calculations being to the nearest week).
6. Goodacre UK's fees and charges set out in these terms are subject to VAT at the prevailing rate.
7. The full amount of Goodacre UK's charges shall be paid by the client, without deduction, within 30 days of the date of the invoice which will be sent immediately following the candidates start date with the client. Invoices unpaid after the due date will be subject to a late payment penalty of 10% over and above the Bank of England Base rate until such time as the payment is received by Goodacre UK.
8. The client will be liable to pay Goodacre UK's charges as set out in items 5,6, and 7 of these terms, if the client engages a candidate introduced by Goodacre UK at any time up to 12 months from the date of such introduction or from the date of the client's last interview with the candidate, whichever is the later.
9. If the client re-engages a candidate, in either a permanent, temporary or contract position within twelve months of the date of termination of a contract of any kind, then Goodacre UK's fees as set out in these terms become payable by the client.
10. Where details of candidates supplied by Goodacre UK have previously been provided by another organisation or by the candidate, it is the absolute responsibility of the client to notify Goodacre UK of this fact within 48 working hours of receipt of the details being received from Goodacre UK. Any failure to do so will entitle Goodacre UK to render an invoice calculated on the basis set out in these terms, should an appointment be made.
11. In the event that a candidate who has been introduced by Goodacre UK and is offered employment without reference to Goodacre UK, the specific remedy will be for an invoice to be issued by Goodacre UK to the client, the amount of which shall be calculated by reference to the charges as set out in items 5, 6 and 7 of these terms.
12. Whilst Goodacre UK uses all reasonable endeavours to ensure candidates are efficient, honest, and reliable, the client accepts that no warranty can be given in this respect and that it is the entire responsibility of the client to take up reference to so ensure that the candidate is suitable for its requirements. Goodacre UK shall not be responsible for any loss or damage caused to the client, its staff or property, or any third party as the result of a candidate's introduction or supply by Goodacre UK.
13. These terms shall be governed in accordance with English law and shall be solely subject to the jurisdiction of the Courts of England and Wales.
14. These terms cannot be varied without such variations being made in writing by a director of Goodacre UK.

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