



Terms of Business

CONDITIONS FOR THE HIRE OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

These terms constitute the contract between GNCS Recruitment and the Client and are deemed to have been accepted by the Client by virtue of an introduction to, or the Engagement of an Applicant or the passing of any information about an Applicant to any third party following an introduction. These terms contain the entire agreement between the parties and prevail over any other terms of business or purchase conditions put forward by the Client.

1. NOTIFICATION AND FEES

The Client agrees:

1. To notify GNCS Recruitment immediately of any offer of an Engagement that it makes to an Applicant.
2. To notify GNCS Recruitment immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to GNCS Recruitment;
3. To pay GNCS Recruitment's fee within 14 days of the invoice. GNCS Recruitment reserves the right to charge interest on any accounts that remain outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and its amendments.

The fee payable by the Client to GNCS Recruitment for the Introduction of an Applicant who subsequently accepts an Engagement is calculated as a percentage of the Applicant's anticipated annual Remuneration during the first 12 months of the placement.

The fee is payable for any Engagement that takes place within six months of the original Introduction.

The fee varies according to required position with your organisation as follows:

Annual Remuneration	£ Fee
Healthcare Workers Posts (HCA)	£299
Nursing Posts (RGN, RMN)	£999
Management Posts (Deputy & Manager)	£1499

VAT is payable in addition to any fee due. GNCS Recruitment may alter this scale from time to time and, if appropriate, the Client will be advised in writing.

2. REBATE ENTITLEMENT

In order to qualify for the rebate scheme, the Client must have paid GNCS Recruitment's standard fee within 14 days of the date of the invoice and must have notified Select in writing within 7 days of the termination of the Engagement.

The Client will be entitled to the following rebate scheme should the Applicant's Engagement end (for whatever reason other than redundancy or restructuring, the Applicant's death or that the Client failed to inform the Applicant of any factors or circumstances relating to the vacancy that may have affected the Applicant's acceptance of the offer of Engagement):

Less than 1 month from date of commencement	80% rebate
Between 1-2 month from date of commencement	50% rebate
Between 2-3 month from date of commencement	20% rebate

Where notice to end the Engagement is given, the relevant termination date for the purposes of this clause shall be the date upon which the notice expires.

If within 6 months of the termination, the Client re-engages the Applicant or introduces them to any other person, firm or company where they are subsequently Engaged in a permanent or temporary position, the Client will have to pay GNCS Recruitment the full Introduction Fee.

3. INTRODUCTIONS

Applicant Introductions are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by GNCS Recruitment that results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of GNCS Recruitment's fee as set out in clause 1 of this document.

An Introduction fee calculated in accordance with clause 1 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through GNCS Recruitment, whether direct or indirect, within 6 months from the date of GNCS Recruitment's Introduction.

In the event of any employee of GNCS Recruitment with whom the client has had personal dealings accepts an Engagement with the Client within 3 months of leaving GNCS Recruitment's employment, the Client shall be liable to pay an Introduction fee as calculated in clause 1 of this document.

4. SUITABILITY AND REFERENCES

4.1 GNCS Recruitment endeavours to ensure the willingness of any Applicant introduced to accept the position the Client wishes to fill and their suitability by obtaining confirmation of the Applicant's identity, experience, training, qualifications and professional status as required by law, the Client or a professional body. When proposing an Applicant to a Client, GNCS Recruitment shall inform the Client of such matters noted above where they have obtained confirmation. If this information is provided verbally it will be confirmed in written form, either in hard copy or electronically, within 3 working days.

4.2 GNCS Recruitment 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 that the Client seeks to fill and to ensure that it would not be detrimental to the interests of either party for the Applicant to work in the position the Client seeks to fill.

4.3 Notwithstanding the above, the Client shall satisfy itself as to the suitability of the Applicant and take up any references provided by the Applicant before engaging the Applicant. 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 in to 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.

4.4 To enable GNCS Recruitment to comply with its obligations under points 4.1, 4.2 and 4.3 above the Client undertakes to provide GNCS Recruitment with details of the position it seeks to fill, the type of work required of the Applicant, its location and hours, the experience, training, qualifications, and any authorisation required by law, the Client or a professional body for the Applicant to possess in order to work in the position and any risks to Health and Safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date of commencement, the likely duration of the work, the remuneration and payment intervals and the notice periods applicable to both parties.

5. SPECIAL SITUATIONS

Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position that the Client seeks to fill, GNCS Recruitment will take all reasonable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position.

If GNCS Recruitment is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

6. LIABILITY

GNCS Recruitment shall not be liable under any circumstances for any loss, damage, expense, delay, costs or compensation (whether direct, indirect or consequential) that may be suffered or incurred by the Client arising from or in any way connected with GNCS Recruitment seeking an Applicant for the Client or from the failure of GNCS Recruitment to introduce any Applicant.

For the avoidance of doubt, GNCS Recruitment does not exclude liability for death or personal injury arising from its own negligence.