



AGREEMENT FOR THE INTRODUCTION OF PERMANENT WORKERS

PARTIES

- (1) **BPM TECH LIMITED** incorporated and registered in England and Wales with company number 07930904 whose registered office is at St Pegs Mill, Thornhill Beck Lane, Brighouse, West Yorkshire HD6 4AH ("**the Company**").
- (2) Any business proposed or undertaken by the Company for the Client or the employment, engagement or other use by the Client of a Candidate introduced by the Company ("**the Customer**").

AGREED TERMS

1. DEFINITION AND INTERPRETATION

- 1.1 The following expressions shall, unless the context otherwise provides, have the meanings set opposite them.

"Candidate" an individual, group of individuals, limited company or limited liability partnership which is introduced to the Customer by The Company in respect of a Vacancy.

"Engagement"

- (i) following an Introduction, the employment of a Candidate by the Customer or any of its Group Companies;
- (ii) following an Introduction, an arrangement entered into between the Candidate and the Customer or any of its Group Companies whereby the Candidate will receive remuneration from the Customer (or any of its Group Companies) for the provision of services by the Candidate to the Customer (or any of its Group Companies) and **"Engage"** and

"Engaged" shall be construed accordingly

"Engagement Fee" the fee payable to The Company in respect of an Engagement being 25% of the Remuneration.

"Client" means you or your Group company.

"Group Company" subsidiary, associated company or a holding company of any company, as

such terms are defined in s1159 of the Companies Act 2006.

"Introduction" the provision of information to the Customer by The Company which allows the Customer to identify the Candidate and which allows the Customer to consider the Candidate for the Vacancy and **"Introduce"** and **"Introducing"** shall be construed accordingly.

"Remuneration" the salary, fees, payments and other monetary benefits to be paid to or received by a Candidate from the Customer (or any of its Group Companies) for the period of 12 months from the date of Engagement of the Candidate by the Customer.

"Vacancy" a vacancy or vacancies the Customer or any of its Group Companies have for a person, company or firm to provide services to it or any of its Group Companies.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. SERVICES

- 2.1 The Company operates as an employment business within the meaning of the Employment Agencies Act 1973 (as amended). The Company agrees to Introduce Candidates to the Customer with a view to such Candidates being Engaged by the Customer.

- 2.2 The Customer shall be deemed to have accepted and be bound by the terms of this Agreement on the earlier of:

- 2.2.1 the Customer instructing The Company to provide Candidates for a Vacancy;
- 2.2.2 the Customer interviewing a Candidate for a Vacancy; or



AGREEMENT FOR THE INTRODUCTION OF PERMANENT WORKERS

2.2.3 the Customer engaging a Candidate following an Introduction by The Company.

2.3 The Company will use all reasonable endeavours to ensure Candidates have the requisite skills, qualifications and experience required in relation to a Vacancy. The Customer will be responsible for verifying any references in relation to a Candidate and for selecting the Candidates to whom the Vacancy will offered.

2.4 The Company will carry out its obligations under this Agreement in a timely and professional manner using reasonable skill and care.

2.5 The Company shall use reasonable endeavours to act in accordance with the Customer's reasonable instructions when arranging the Introduction of Candidates to a Customer.

3. THE CUSTOMER'S OBLIGATIONS

3.1 The Customer will provide The Company, in a timely manner, with all information required by The Company to complete its obligations under this Agreement.

3.2 The Customer will promptly notify The Company of any Engagements made pursuant to an Introduction. This obligation applies to any Engagements made within 6 months of the date the Candidate was last interviewed for a Vacancy by either the Customer or The Company.

3.3 The Customer will provide to The Company full details of the Remuneration to be paid to a Candidate following Engagement of the Candidate by the Customer, which shall include the method of calculating the Remuneration.

4. ENGAGEMENT FEE

4.1 The Customer shall pay The Company the Engagement Fee in respect of all Engagements. The Company shall issue an invoice to the Customer for the Engagement Fee following each Engagement. Invoices shall be due for payment within 30 days of receipt by the Customer. VAT shall be payable in addition to the Engagement Fee.

4.2 Interest shall be charged on any invoices which remain unpaid when due at a rate of 6% above the base lending rate of the Bank of England from time to time, from the due date for payment until the date of payment.

4.3 Subject to clause 4.4, if the Engagement of a Candidate is terminated for any reason, excluding redundancy, within the following period(s) (which begin on the date his Engagement starts ("Start Date") until the date the Engagement ends) The Company shall pay to the Customer the following refund of the Engagement Fee:

PERIOD OF ENGAGEMENT	% REFUND OF ENGAGEMENT FEE
0- 4 weeks	50
4-8 weeks	25
9-12 weeks	10
Over 12 weeks	0

4.4 No refund of the Engagement Fee shall be paid unless the Customer:

4.4.1 has paid the Engagement Fee due in respect of such Engagement;

4.4.2 the Customer promptly notifies The Company (which shall mean notification within one month of the Candidate's Engagement ending) that the Candidate's Engagement has ended, together with documentary evidence demonstrating the Engagement has ended.

5. TERMINATION

5.1 Either party may terminate this Agreement immediately on giving notice in writing to the other if:

5.1.1 the other commits a material breach of this Agreement and (if capable of remedy) that material breach is not remedied within ten days of receiving a written notice of the breach and requiring the breach to be remedied; or

5.1.2 the other becomes insolvent, is unable to pay its debts, ceases to trade, has a



AGREEMENT FOR THE INTRODUCTION OF PERMANENT WORKERS

receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.

5.2 Termination of this Agreement shall not affect:

5.2.1 any rights or liabilities which have accrued before the time of termination; or

5.2.2 the continuance in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force after termination.

6. LIABILITY

6.1 The Company accepts no liability for any losses, damages, claims or expenses incurred by the Customer arising out of or in connection with any acts or omissions of a Candidate.

6.2 The provisions of this clause 6 shall survive termination of this agreement.

7. CONTRACTORS

If The Company provides any person, firm or company ("**a Contractor**") to the Customer for the provision of professional services and the Contractor is Engaged by the Customer within 8 weeks of the contract for the provision of professional services ending, The Company will be deemed to have Introduced the Contractor to the Customer, and the Customer shall be liable to pay the Engagement Fee to The Company in respect of such Introduction and subsequent Engagement. For the purposes of this clause, the Contractor shall be deemed to be a Candidate.

8. CONFIDENTIALITY

8.1 Neither party shall, during and after termination of this Agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.

8.2 Each party shall on demand and on termination of this Agreement surrender to the Client all materials relating to such confidential information in its or its personnel's agent or representatives' possession.

9. DATA PROTECTION

Both parties agree to comply with and observe all requirements of the Data Protection Act 1998 in respect of any personal data used or processed by it during the operation of this Agreement.

10. WARRANTIES AND UNDERTAKINGS

10.1 The Company will comply with all relevant statutory requirements and regulations which apply in respect of the Introduction and supply of Candidates and any other services which The Company provides to the Customer under this agreement.

10.2 Each party warrants that it has full capacity and authority to enter into and perform this agreement.

11. DISPUTE RESOLUTION

If any dispute arises between the parties, such dispute shall be referred to the parties' senior representatives to resolve. If such senior representatives cannot resolve the dispute in a reasonable period, either party may, at its option, attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts in England and Wales.