

PERMANENT STAFF – TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions the following definitions apply: -

"Fusion" means Fusion Appointments Limited

"The Client" means the firm, corporate body or person to whom the Candidate is introduced

"The Candidate" means the person introduced by Fusion to the Client for an Appointment

"Appointment" means the appointment of the Candidate at any time up to six months after the date of the last interview or initial introduction, whichever is the later, to perform services for or on behalf of the Client whether under a contract of service or for services.

"Remuneration" means the total of all monies and benefits payable or receivable by the Candidate pursuant to the Appointment.

"The Introduction" means the Client's interview of the Candidate or the passing to the Client of a Curriculum Vitae or other information which identifies the Candidate and which leads to the permanent employment of the candidate.

2. APPLICABILITY OF CONDITIONS

2.1 These Conditions are deemed to be accepted by the Client by virtue of arranging or holding an interview with, or the Appointment of the Candidate.

2.2 These Conditions shall prevail over any inconsistent terms put forward by the Client.

2.3 No variation or alteration to these Conditions shall be valid or enforceable unless approved in writing by an authorised representative of Fusion.

3. FEES

3.1 As soon as the Appointment is accepted by the Candidate the Client shall notify Fusion immediately and provide details of the Remuneration.

3.2 The Client shall pay Fusion's fee at the time of the Appointment for the Introduction of the Candidate based on the Remuneration payable to or receivable by the Candidate during the first twelve months of the Appointment in accordance with the Satisfaction Policy and Scale Fee (overleaf) notwithstanding that the Appointment may be terminated during that period.

3.3 All payments due must be paid within 14 days of the invoice date.

3.4 Interest shall be payable on any overdue amount at the rate of 2 per cent per month.

3.5 All fees quoted are exclusive of VAT which shall be paid in addition.

3.6 The Client shall be liable to pay Fusion's fee in respect of a Candidate introduced notwithstanding that the Client engages the Candidate in a different position to that originally envisaged.

4. THIRD PARTY INTRODUCTIONS

The Client shall be liable to pay Fusion's fee in accordance with Clause 3.2 if it refers the Candidate to any third party within six months of the date of the last interview or initial introduction, whichever is the later, and that third party engages the Candidate or in any event where an Appointment results directly or indirectly from the introduction of Fusion. The Satisfaction Policy shall not apply to any indirect introductions.

5. SATISFACTION POLICY

5.1 If the Client pays Fusion's fees within the periods prescribed in the Satisfaction Policy and the Appointment terminates within the specified periods and written notification of termination is received within 7 days, the Client shall be entitled either to a replacement Candidate or refund in accordance with the provisions of the policy.

5.2 If any payment is not received in accordance with these terms the Client is liable to pay the full invoice.

5.3 If the original Candidate is subsequently re-engaged by the Client, its subsidiary or associated companies or any third party introduced by the Client within the period of three months from the date of termination of the Appointment, the Client shall pay Fusion's fee in accordance with clause 3.2 and shall not be entitled to the Satisfaction Policy.

6. SUITABILITY

6.1 Whilst every effort is made by Fusion to ensure a reasonable standard of skill, integrity and reliability of the Candidate the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Candidate and is responsible for taking up any appropriate references before engaging the Candidate.

6.2 The Client shall be responsible for obtaining work and other permits and for the arrangement of medical examinations, investigations into the Candidate's medical history and satisfying any medical and other requirements or qualifications required by law.

7. LIABILITY

No liability will be accepted by Fusion under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or Appointment of any Candidate or from the failure of Fusion to introduce a Candidate.

8. GENERAL

8.1 Neither party shall be liable for any failure resulting from circumstances beyond its reasonable control.

8.2 No waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

9. JURISDICTION

These Conditions shall be governed by and construed in accordance with the Law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

SATISFACTION POLICY AND FEE SCALE (FOR PERMANENT STAFF)

Fusion offers its clients the choice of either a replacement or a refund if the Appointment of permanent staff terminates prematurely

1. REPLACEMENT

1.1 If the Appointment terminates within 10 weeks Fusion will provide a replacement candidate and upon the Appointment of that replacement Fusion will issue a credit note to the client for the original fee and a new invoice for the replacement candidate.

1.2 If the Client wishes to receive a replacement the Client must ensure that all payments due to Fusion are received in accordance with Fusion's Terms and Conditions and notify Fusion within seven days of the date of termination of the Appointment.

1.3 Fusion will use its reasonable endeavours to provide a replacement applicant within a reasonable time.

1.4 If the Client chooses not to receive a replacement or Fusion do not provide a replacement applicant then the Client will be entitled to a credit as detailed below.

2. REFUND

2.1 If, at any time within 10 weeks the Appointment terminates the Client will be entitled to a refund.

2.2 A refund will only be given if Fusion have received all payments in accordance with their Terms and Conditions and Fusion are notified by the Client within seven days of the termination.

Period	
Weeks 1-4	100%
Weeks 4-5	50%
Weeks 5-8	20%
Weeks 8-10	10%

Note: If payment is not received within the terms of payment this refund shall not apply Replacement to be on a one off basis and only in accordance with the original instructions.

Fee Scale for Permanent staff	
Total Remuneration Fee	
Up to £10,000	15%
£10,001 to £15,000	16%
£15,001 to £20,000	17%
£20,001 to £30,000	20%
£30,001 upwards	25%

TEMPORARY STAFF – TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions the following definitions apply: -

"Fusion" means Fusion Appointments Limited

"The Client" means the firm, corporate body or person requiring the services of the Temporary Worker.

"The Temporary Worker" means the person or limited company (including any officer, employee or agent thereof) engaged to carry out the Assignment.

"The Assignment" means the period during which the Temporary Worker is engaged to render services to the Client.

2. APPLICABILITY OF CONDITIONS

2.1 These Conditions are deemed to be accepted by the Client by virtue of its interview with Fusion or the Temporary Worker or the engagement by the Client of the services of the Temporary Worker.

2.2 These Conditions shall prevail over any inconsistent terms put forward by the Client.

2.3 No variation or alteration of these Conditions shall be valid or enforceable unless approved in writing by an authorised representative of Fusion.

3. FEES

3.1 The Client shall pay Fusion's hourly charges current at the commencement of the Assignment (which may be varied by Fusion with immediate effect from time to time during the Assignment).

3.2 Fusion's fees are calculated by reference to the number of hours worked by the Temporary Worker (to the nearest quarter hour) plus VAT and are invoiced to the Client on a weekly basis. Travelling and other expenses shall be added to the invoice only if agreed.

3.3 All Payments must be paid within 14 days of the invoice date.

3.4 Interest shall be payable on any overdue amount at the rate of 2 per cent per month.

4. TIMESHEETS

4.1 At the end of each week of the Assignment (or at the end of the Assignment if less than one week) the Client shall sign Fusion's timesheet verifying the number of hours worked by the Temporary Worker during that week.

4.2 Signature of the timesheet by the Client constitutes acceptance that the Temporary Worker's services have been satisfactory and provided for the hours indicated and in accordance with these Conditions.

5. REMUNERATION AND DEDUCTIONS

Fusion is responsible for paying the Temporary Worker's remuneration where applicable or fees and for the deduction and payment of National Insurance Contributions and Schedule E Income tax (PAYE), applicable to the Temporary Worker as required by law.

6. INTRODUCTION FEES

6.1 The Client shall pay Fusion's fee at the current rate if the Temporary Worker is engaged or used by the Client, directly or indirectly, for any length of time after carrying out an Assignment for the Client at any time during the preceding six months period or the Temporary Worker is introduced by the Client to any third party resulting in any such engagement or use within that period.

6.2 The fee payable in 6.1 shall be based upon the total taxable emoluments payable to the Temporary Worker during the first 12 months of such engagement but without any entitlement to a refund or replacement.

6.3 An introduction fee is also payable in respect of a Temporary Worker who subsequently becomes incorporated under a limited company where there is an engagement, use or introduction of that limited company in accordance with this clause.

6.4 Where the amount of annual emoluments payable is not readily ascertainable, the fee will be calculated as a multiple of 400 times the hourly charge at which the Temporary Worker was last engaged by the Client.

7. SUITABILITY

7.1 Whilst every effort is made by Fusion to ensure a reasonable standard of skill, integrity and reliability of the Candidate, the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Candidate and is responsible for taking up any appropriate references before engaging the Candidate.

8. LIABILITY

8.1 No liability will be accepted by Fusion under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or engagement of any Temporary Worker or from the failure of Fusion to provide a Temporary Worker or if the Assignment is terminated for any reason.

8.2 Temporary Workers provided by Fusion to the Client are provided under contracts for services and are deemed to be under the supervision, direction and control of the Client for the duration of the Assignment. The Client is responsible for all acts, errors and omissions of the Temporary Worker whether wilful, negligent or otherwise as though the Temporary Worker were an employee of the Client, and the Client will comply in all respects with all statutes including the avoidance of doubt, the Working Time Regulations, bye-laws and legal requirements to which the Client is ordinarily subject in respect of its own employees and staff, including in particular; the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during Assignments.

8.3 The Client shall supply Fusion with any information required by Fusion under the Health and Safety Legislation (including without limitation, any requisite special occupational qualifications or skills any special features of the Assignment affecting Health and Safety). The Client shall also ensure that it complies with all relevant Health and Safety Legislation in respect of the Temporary Worker as if the Temporary Worker was an employee of the Client and that the Temporary Worker complies with any obligations to which it is subject under such legislation.

8.4 The Client shall report to Fusion any accident resulting in injury to or death of the Temporary Worker whilst carrying out an assignment.

8.5 The Client shall indemnify Fusion against any costs, claims, damages, liabilities and expenses incurred by Fusion arising out of the engagement or use of the Temporary Worker by the Client.

9. TERMINATION

9.1 The Client shall supervise the Temporary Worker sufficiently to ensure its satisfaction with the skills and standards of workmanship but if the services of the Temporary Worker are unsatisfactory, Fusion may reduce or cancel the charge for the time worked by the Temporary Worker with the Client provided that the Client terminates the Assignment and notifies Fusion of the termination within 4 hours of the commencement of the Assignment.

9.2 Fusion may terminate the Assignment at any time without prior notice.

9.3 Notwithstanding the provisions of 9.1 and 9.2 Fusion may terminate the contract on 14 days notice should the Client fail to pay any sum due to Fusion within 14 days after the due date for payment.

10. GENERAL

10.1 Fusion shall not be liable for any failure resulting from circumstances beyond its reasonable control.

10.2 No waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11. JURISDICTION

These Conditions shall be governed and construed in accordance with the Law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales.