



General Terms of Business Client

Version: 14/10/15 v.3

Osirian Consulting Ltd is a company incorporated in England and Wales under Reg. No. 03954468 at the registered address of: 22 Farnham Drive, Caversham, Reading, Berkshire, RG4 6NY and 'we', 'us' and 'our' refers to Osirian.

Recital

- A. These terms apply to the Osirian Services that we provide to you.
- B. Osirian Consulting Limited ("Osirian") is operating either as an employment business or an employment agency in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Conduct Regulations").
- C. Osirian spends considerable time and money developing links with contractors and candidates to find the appropriate person for the role using its skill and knowledge.
- D. By using Osirian Services you acknowledge that Osirian is entitled to reward for its efforts in finding the most appropriate candidate or contractor.

You are a client or potential client of ours and 'you' and 'yours' refers to you.

1. Definitions

"Candidate"	means any individual who is Introduced by Osirian to you for the primary purpose of permanent employment. Where you engage a candidate on a temporary basis they will become a contractor, as below.
"Contractor"	means any individual, corporate entity or director, officer or employee of a corporate entity who is supplied by Osirian to you for a temporary engagement. Where you engage a contractor on a permanent basis they will become a candidate, as above.
"Conduct Regulations"	this refers to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (including amendments).
"EAA"	this refers to the Employment Agencies Act 1973
"Employment Business"	means the business of supplying persons in the employment of the person carrying on the business, to act for, and under the control of, other persons in any capacity. (s.13(3) EAA)
"Employment Agency"	means the business of providing services for the purpose of finding persons employment with employers or of supplying employers with persons for employment by them. (s.13(2) EAA)
"Engaged" or "Engagement"	(and cognate expressions) means the employment, engagement or use of a Permanent Employee or Temporary Contractor directly or indirectly by the Client in a business capacity and whether under a contract of employment or contract for services.
"Introduction"	(and cognate expressions) means the submission to the Client by Osirian of any written or verbal details, or the attendance at interview (whether face to face or by telephone or otherwise), or the supply of a Permanent Candidate or Temporary Contractor to undertake any Engagement.
"Permanent Fee Rate"	means 25% of base annual salary plus VAT where applicable.
"Temporary Fee Rate"	means 25% of the annualised contractor charge rate or where the charge rate is not known, a commercially acceptable rate, plus VAT where applicable.

2. Introduction

- 2.1 These terms are the general terms of business of Osirian and govern, amongst other things, the Introduction of candidates and contractors. These terms shall constitute the entire agreement between you and us to which this matter refers and will prevail over any other terms offered by you.
- 2.2 These terms will be deemed accepted when an Introduction is made by us to you. If you have any queries or disagree with any provision in these terms, you must notify us in writing within 5 (five) business days of receiving them or being notified of their existence.
- 2.3 Osirian reserves the right to vary these terms from time to time.

3. Permanent Candidates

- 3.1 When providing a candidate for permanent recruitment by you we are acting as an Employment Agency in accordance with the Conduct Regulations.

Introduction of candidate

- 3.2 **In the event that we introduce a candidate to you for permanent employment, you acknowledge and accept that we are the sole introducer of that candidate for a period of six months from the date of Introduction.**

- 3.3 You agree to notify us immediately:

- 3.3.1 you make an offer to a candidate; and
- 3.3.2 when the offer has been accepted by the candidate; and
- 3.3.3 provide us with full details of the remuneration package.

- 3.4 Once the candidate has been Introduced to you, we become entitled to and you become liable to pay either the:

- 3.4.1 Permanent Fee Rate; or the
- 3.4.2 Temporary Fee Rate;

- 3.4.3 in the event that the candidate takes up either permanent employment or is engaged under a contract for services in the following circumstances:

- 3.4.3.1 by you as the employer or engager; or
- 3.4.3.2 by another person, company or entity to whom you have Introduced the candidate.

4. Temporary Contractors

- 4.1 When providing a contractor for temporary recruitment by you we are acting as an Employment Business in accordance with the Conduct Regulations. In the event that a contractor notifies us that they wish to opt-out of the Conduct Regulations we will also notify you of this.

Introduction of opt-out contractor

- 4.2 **In the event that we introduce a contractor to you for a temporary engagement, you acknowledge and accept that we are the sole introducer of that contractor for a period of six months from the date of Introduction.**

- 4.3 You agree to notify us immediately:

- 4.3.1 you make an offer to a contractor; and
- 4.3.2 when the offer has been accepted by the contractor.

- 4.4 Once the contractor has been Introduced to you, we become entitled to and you become liable to pay either the:

- 4.4.1 Temporary Fee Rate; or the
- 4.4.2 Permanent Fee Rate;

- 4.4.3 in the event that the contractor is engaged under a contract for services or takes up permanent employment in the following circumstances:

- 4.4.3.1 by you as the engager or employer; or
- 4.4.3.2 by another person, company or entity to whom you have Introduced the contractor.

- 4.5 There are no rebates payable under these terms for the charges when acting as an Employment Business.

5. Payment Terms

- 5.1 You will pay all invoices within 30 (thirty) days of receipt of invoice from us for amounts due in accordance with these terms. You will not be entitled to make any deductions from the invoiced amount by way of set-off or counter claim, howsoever arising.
- 5.2 VAT will be shown on all invoices as a separate charge, if applicable.
- 5.3 Interest on any late payments will be charged in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 (as amended).
- 5.4 In the event that any invoice remains unpaid after 60 (sixty) days we reserve the right to take action to recover the debt and you will be liable for any reasonable legal costs, court fees, fees paid to debt collection agency or any other ancillary costs or expenses for the recovery of the debt.

6. Data Protection

- 6.1 Osirian is registered under the Data Protection Act ("DPA") and shall at all times adhere to the provisions and requirements currently in force.
- 6.2 Any personal data that is supplied to you is provided in accordance with the DPA and it is a requirement of the provision of our services to you that you agree to adhere to the provisions and requirements of the DPA currently in force. You will indemnify us for any fines, damages and reasonable legal costs in the event of a breach of the DPA by you which is directly or indirectly connected to the provision of our services.
- 6.3 Further details of our obligations under data protection can be found in:
 - Recruitment Services Data Protection Notice
 - Website Data Protection Notice

7. Confidentiality

- 7.1 We both agree to keep confidential and not to disclose any information which we have been told is confidential or which we might reasonably expect to be confidential.
- 7.2 You agree not to disclose the contents of any personal data or information pertaining to any candidate or contractor or to make contact with any parties connected to the candidate or contractor without express authority from us.

8. Law and Jurisdiction

- 8.1 Our terms of business and any other contracts that we produce will be governed by the laws of England and any disputes will be submitted to the exclusive jurisdiction of the English courts.

Schedule 1

Client Instructions

In compliance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003, please confirm the following before commencement of the Services:

Commencement Date	
Duration of Assignment:	
Definition of the Services:	
Location for delivery of services:	
Time-keeping requirements:	
Experience, training or qualifications requirements:	
Expenses:	
Notice Period for Contractor:	(if any)
Site regulations or policies:	(if any)
Any other requirements:	