



TERMS AND CONDITIONS OF BUSINESS

1. These Terms and Conditions apply to all business conducted between ETS Technical Selection Ltd and any company, individual, entity or other business **(the client)** for the purpose of the introduction to, and subsequent employment by, the client of one or more suitable individuals **(the Candidate(s))**.
2. These terms are deemed to be accepted by the client upon receipt of details of candidates or agreement to interview or offer employment to any candidate whose details are submitted to the client by ETS and shall now be deemed to be the agreed terms of business.
3. The client agrees that any receipt of candidates details or agreement to interview or offer employment to any candidate whose details are submitted to the client either directly or indirectly by ETS shall constitute an introduction.
4. The client agrees to notify ETS by email within 24 hours of receiving details of any candidate where the candidate's details have also been received by another agency prior to the introduction by ETS stating the agency's name and contact details. ETS operates a policy of disclosing all hiring company information to our candidates prior to introducing them so that candidates can control where their details are sent. Where a prior introduction has already been made by another agency or where the candidate has previously applied directly for the role (within the last 6 months) no fee shall be payable.
5. The client, its agents, associates, or employees agree not to share information about candidates supplied by ETS or introduce candidates introduced to them by ETS to other trading entities not directly owned by the client without the express written authorisation of ETS. In the event a candidate of ETS is engaged by another party because of the candidate details being passed to that party by the client its agent, associates, or employees then the client will be liable to pay the fee due to ETS. The client further agrees to treat all candidate information supplied by ETS as confidential and agrees to store this information in accordance with GDPR. This includes the practice of taking informal references on candidates who are known to associates or employees of the hiring company (without the express permission of the candidate) as this practice can compromise candidate confidentiality.
6. The Client shall notify ETS of any offer of employment made to all and any Candidates introduced to the Client by ETS by email within 7 days of such offer being made. The term employment includes any full time, part time or other work or the use of services in any capacity or basis including, but not limited to, consultancy or self employed. Where a client refuses to notify ETS of the salary offered to a candidate the fee will be based on the salary the candidate was paid in their last role.
7. The Client agrees that within 7 days of the acceptance by any Candidate of any offer of employment made by the client **(the Acceptance)** it will notify such Acceptance to ETS.
8. The Client shall notify ETS of the date of the commencement of employment of all and any Candidates within 7 days of such commencement and shall provide to ETS a copy of any employment contract or contract for services agreed between the Client and the Candidate.
9. **The Client agrees to pay to ETS the fee of 15% of basic annual salary** plus any guaranteed earnings but excluding any earnings such as car allowances, bonus, or profit share where payment is subject to performance (plus Value Added Tax at the prevailing rate) in respect of each Acceptance.
10. All fees due are to be paid within 30 days from invoice date.
11. The Client specifically agrees that it will not, either directly or indirectly, employ any candidate introduced to it by ETS within 24 months of the date of such introduction, other than in accordance with the provisions of these Terms and conditions.
12. **If, within a period of 6 months from the date of the commencement of the Candidate's employment, the Client decides to terminate the Candidates employment for reasons of unsuitability to the job specification or if employment ends due to the resignation of the candidate. ETS will refund the client's fee on a Pro-rata basis for each of the 26 weeks (6 months) of employment not yet completed provided the fee is paid within the 30 days as stipulated in this agreement. The refund if applicable shall be paid within 30 days.**
13. ETS will make all reasonable efforts to ensure that any Candidate introduced to the Client is suitable for the position as notified to ETS by the Client in accordance with paragraph 2 above. ETS makes no representations and gives no warranties as to the history, general character, age, or other matters pertaining to the candidate. It will be the Client's responsibility to take up references if so required. See also clause 19.
14. ETS shall not be held liable for the accuracy of any information supplied nor for any representations made by the Candidate nor for any loss, damage, costs, or other claims caused by or arising from, whether directly or indirectly, the actions, negligence, or other conduct of the Candidate.



15. ETS shall not divulge any confidential information relating to the business or affairs of the Client to any person without the Client's written permission other than for the purposes of securing suitable candidates for the business. The client shall likewise treat all information given to it from ETS or the candidates of ETS as confidential.
16. All notifications to ETS required in accordance with these Terms and Conditions are to be made in writing and sent by email to the usual business email address of ETS as notified to the Client.
17. These Terms and Conditions of Business shall constitute the entire agreement between ETS and the Client. Any variation of these Terms and Conditions must be made in writing and signed by a duly authorised representative of both parties.
18. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.
19. ETS can take up and supply references for any candidate supplied as requested (some of our clients prefer to do this themselves). If you require us to take references up, *please notify us* and we shall do so. Our process is to issue a questionnaire to previous employers and forward the response directly to our client. ETS cannot guarantee the fullness of these reference requests or that these can be provided at all due to their being provided by third parties. Therefore referencing is offered on a best endeavours basis. Nonetheless, we do strongly recommend the taking of references as a best practice.