

Arabia Staffing Terms and Conditions

1. Agreement

All business undertaken between Arabia Staffing ("The Agency") and the employer ("The Client") is subject to these terms and conditions. To confirm acceptance of these terms and conditions, please sign at the end of this agreement.

2. Fees

- a) A temporary placement is a placement for any period less than three consecutive months.
- b) The placement fee for temporary placements **outside the UK is 125GBP per week + VAT**
- c) The placement fee for temporary placements **within the UK is 100 GBP per week + VAT.**
- d) A permanent placement fee is a placement for any period of more than three consecutive months.
- e) The placement fee for all full time/part time positions **outside of the UK is 20% of the total annual salary+VAT.**
- f) The placement fee for all full time/part time positions **within the UK is 8 weeks of the net annual salary+VAT.**
- g) If a temporary placement becomes a permanent placement, the full permanent placement fee will be payable.
- h) The Client is responsible for all fees related to the temporary/permanent placement fee via bank transfer.
- i) Payment of the temporary/permanent placement fee is required in full before candidates commence employment.

3. Introductions and Payment

- a) When a candidate's personal details including their CV is passed onto the client, this is classed as an introduction.
- b) If a candidate, introduced by the agency, accepts an offer of employment by the client, the final placement fee shall be payable within seven calendar days of a candidate's acceptance or prior to the candidate's first day of employment, whichever is sooner.
- c) If a client rejects a candidate introduced by the agency or a candidate rejects an offer of employment made by the Client, the full permanent placement fee is payable if the candidate is later employed by the Client at any time.
- d) Following the end of a temporary placement, if the Client offers further employment (either temporary or permanent) to the employee at any time after the end of the first placement, the Agency fees will apply.
- e) Candidate details are confidential. If a client rejects a candidate introduced by the agency and subsequently introduces/passes on the candidate's details to a third party, then the full permanent placement fee is payable by the Client and the replacement provisions in clause 4 are void. This condition applies at any time after the introduction of the candidate by the agency.
- f) If a candidate is employed by the Client and does not inform the agency within 7 calendar days of offering the candidate a job, an additional 10% fee will be added to the final placement fee.
- g) If the Agency's final placement fee invoice is not paid within 7 calendar days of the invoice date (the date which the client offers the candidate employment) an additional 10% fee will be added to the final placement fee charged to the Client on a weekly basis until the invoice is paid.

4. Cancellation fees

If the client has offered a contract of employment to the candidate and the candidate has accepted the contract verbally (whether the contract has been signed or not) or in writing and the Client subsequently decides to cancel the offer before employment commences, 10% of the agency fees will need to be paid in full within 7 calendar days from the date of invoice. Additionally, the Client will pay the candidate one week's salary in the event of the Client cancelling a candidate's employment following confirmation of the employment.

5. Replacement and refund provisions

- a) If the employment of a candidate is terminated within twelve weeks by the client, the Agency will provide a replacement candidate within 30 days at no extra cost to the Client subject to the following conditions:
 - i. the Agency is informed of the termination, within two days in writing, with clear, reasonable reasons for the termination explained.
 - ii. a candidate replacement will be based on the same Client requirements, job description and employment salary as given in the original Client registration form.
 - iii. the terminated Candidate has been paid their salary in full for their time spent in employment including the notice period.
- b) A replacement candidate will not be introduced, and no refunds provided, if the candidate terminated the contract including but not limited to the following reasons:
 - i. a change in the job description, salary and/or location.
 - ii. unreasonable, unsafe and unsatisfactory working/living conditions.
 - iii. withholding of candidate pay by the client.
 - iv. any other unreasonable demands by the client
- c) If a candidate fails to take up the offer of employment, the Agency will provide a replacement candidate within 30 days at no extra cost to the Client. If no suitable alternative is found, a refund- as set out in clause d- will be given provided the Client has paid the final placement fee.
- d) If the candidate terminated the employment for reasons other than those in sub-clause b) and the Agency can not find a replacement candidate within 30 days or the Client decides not to further engage the services of the Agency, the Agency will refund the Client the following amount of the full permanent placement fee:
 - i. If the candidate has left employment within two weeks- 90% of the full placement fee will be refunded.**
 - ii. If the candidate has left employment within the first 4 weeks- 80% of the full placement fee will be refunded.**
 - iii. If the candidate has left employment within the first 12 weeks- 60% of the full placement fee will be refunded.**

- e) The agency will not supply a replacement candidate if the Client has been in breach of any of the Agency's terms and conditions.
- f) No refund or replacement will apply if the Client changes the job particulars after a placement has been made based on the original job specifications given to the Agency.

6. References and suitability of candidates

- a) The agency will interview candidates and check candidate documents/certificates/qualifications as well as reference checking.
- b) The Agency does not make any guarantee or warranty, express or implied, as to the suitability, honesty, capability or character of the Candidate introduced by the Agency to the Client.

7. Client responsibilities

- a) The Client will also be responsible for carrying out their own checks as per clause 6a) to satisfy her or himself of the suitability of the candidate. The decision to employ the candidate is the sole responsibility of the Client.
- b) The Client will be responsible for the candidate's pay including but not limited to national insurance, income tax, sick pay, maternity pay, pension contributions, flights, Visas, all travel costs including those for travelling roles, accommodation costs and other reasonable costs as incurred by the candidate to benefit the Client in the carrying out of the candidate's duties; where applicable and as required by Law.
- c) The Client will be responsible for obtaining a work permit for the employee prior to entering the Client's country.
- d) The Client will pay the candidate's agreed salary as set out in the employment contract and will provide the candidate with a payslip indicating the employee tax, national insurance and pension contributions paid out by the Client as required by Law.
- e) The Client will be responsible for ensuring that they are covered for Employers and Public liability insurance for domestic staff.
- f) The Client will pay the cost of any appropriate medical examination prior to the employment of the candidate.
- g) The Client will adhere to health and safety procedures as legislated by the Health and Safety at Work Act 1974 to ensure the health and safety and welfare at work of employees.

8. Confidentiality

- a) The Agency and the Client will keep all confidential information related to the other (or any of the other's associated relations) private and non-disclosed. This includes, and is not limited to, the personal details and documents of candidates. The Agency will handle and treat all Client information with strict privacy and care. The Agency will not share Client information with third parties other than any potential candidates. The Client will, also, not share the Agency's confidential information including candidate details with third parties.

9. Liability of the agency

- a) The Client acknowledges that these Terms and Conditions do not create the relationship of employer/employee between the Agency and the Client or the Agency and the Candidate, nor does it create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between the parties.
- b) The Agency shall not be liable under any circumstances for any inconvenience, loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the introduction to or engagement of any Candidate by the Client or from the failure of the Agency to introduce any candidate.
- c) No Liability shall be attached to the agency either in contract or in tort as a result of the act or omission of an applicant however so arising even if such act or omission is fraudulent or negligent.

10. Termination

- a) If any of the details in the Client registration form are proved to be inaccurate or any of the conditions as set out in these terms and conditions are not complied with, the Agency will not provide a replacement candidate.
- b) If the Client is in breach of any of the Agency's terms and conditions, the Agency will terminate its relationship with the Client with immediate effect.
- c) These terms and conditions are governed in accordance with the Laws of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction.
- d) The terms and conditions in this agreement will not be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11. General

- a) The Client understands and agrees that any candidate accepted by the Client is employed by the Client and not by the Agency. Any legal relationship which results is between the Client and candidate and the Client is advised to seek legal advice as to their obligations within these terms and conditions to both the Agency and the candidate.
- b) The Agency cannot give a warranty or guarantee that a candidate will complete the entire duration of the contract.

Printed name of staff member: _____ Signed on behalf of the agency: _____ Date: _____

Printed name of Client: _____ Client's signature: _____ Date: _____

Client's Address: _____