



UPDATED February 2022

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF BY BLACKBERRY HEALTHCARE RECRUITMENT LIMITED DIRECTLY EMPLOYED BY THE CLIENT

1 DEFINITIONS

1.1 In these Terms of Business the following

“Applicant”

“Client”

“Agency” “Engagement”

“Introduction”

“Remuneration”

definitions apply: means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff; means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced; means Blackberry Healthcare Recruitment limited, company number 13892116 It also means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee means (i) the Client’s interview of an Applicant in person or electronically, or by telephone or by assessment and following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant; includes base salary or fees, accommodation allowance (assumed cost an annual amount of £2,600) guaranteed bonus and commission earnings, allowances, inducement payments, and all other payments and taxable (and, where applicable, non- taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2 THE CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the client, receiving CV, s, Interviewing, engaging or making an offer is acceptance of these terms in FULL, the terms do not need to be signed any acceptance or completion of the above-mentioned acts as full acceptance by the client. Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction or employ the candidate within a 12-month period our full terms are payable without exception.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a representative of the Agency, these Terms of Business prevail over any other Terms of Business or purchase conditions put forward by the Client. Accepting any documentation, emails containing CVS’s, interviewing electronically or in person or offer of employment or engagement or making a payment acts as a full acceptance of our terms no signature is required.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing or on your invoice or a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply. Should the client not comply with any amended terms as stated on your invoice then these standard terms comply in FULL without exception.

3 NOTIFICATION AND FEES

3.1 The Client agrees:

3.1.1 To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant.

3.1.2 To notify the Agency immediately that its offer of an Offer / Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and

3.1.3 To pay the Agency's fee within the agreed timescale as stated on your invoice which you selected or our standard terms of 25% within 30 days of the date of invoice. Or if a promotional rate was asked for by the client and agreed by us and is not paid as agreed and stated on the invoice, our full terms of business will apply without exception.

3.2 Except in the circumstances of promotional rates agreed between the Agency and the client which are clearly printed on your invoice and set out in clause 5.1 below, no standard fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees. Unless the Client Cancels the offer!

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 10% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date. Where the customer does not settle its debt with Blackberry within the terms agreed, Blackberry has the right to remove all discounts and revert to standard tariff. Standard tariff for placements being minimum of 25% of annual salary. For the avoidance of doubt all discounts are deemed to be a minimum of £2,200 per placement for FOH staff & £3,500 for Chefs.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Accepted Offer / Engagement is calculated in accordance with the accompanying Scale of Fees set out in the schedule to these Terms of Business on the gross Remuneration applicable during the first 12 months of the Engagement at the minimum of 9%. VAT will be charged on the fee if and when applicable.

3.5 In the event that the Offer / Engagement is for a fixed term of less than 12 months, the fee and rebate may / will apply pro- rata. If the Engagement is extended beyond the initial fixed term or if the Client engages or re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement or withdrawal of the offer the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.6 Our minimum standard fee on permanent placements is a 25% of yearly packages Promotional rates of 12.5% may be available and can be selected by the client. Our discounted promotional rate of fees when offered for permanent placements is dependent on each individual applicant and the clients preferred payment of invoice we take into account

- Candidates experience
- Position offered
- Accommodation / allowances
- Client selecting to make a one off discounted introduction fee with no refunds or rebates by the agency
- Client wishing to pay on offer
- Client wishing to pay on day of arrival
- Client wishing to pay on after 7 days from arrival etc

This fee applied to any placement, including part time placements will always be clearly stated on your invoice. Should the client not comply with any payment terms as stated on your invoice then these standard terms will apply in FULL without exception.

4 REFUNDS & REBATES

4.1 In order to qualify for the following refund, the Client must pay the Agency's fee within the agreed timescale as agreed and stated on the invoice as this forms part of our agreement with you the client invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination and supply a copy of the P45 within 14 days of the termination of the contract with the employee, should the client fail to supply such documents then NO REFUND will be Offered, Processed Or Expected, should the candidate leave due to the clients Non-compliance with the original signed offer no refunds will be given under any circumstances. Our Managing Directors decision is final in any disputes. Any refunds for promotional / discounted rates below our standard published FULL RATES will be issued in a credit note to be used for future services with Blackberry and have no monetary value. If the client was to cancel any rebates or refunds due once we are instructed to find a replacement then no credits or monies will be refunded as we would have incurred costs for advertising, administration which we had completed under the client's instructions. Please see point 12 for levels of refunds.

4.2 If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business. Or if the client has accepted a discounted or promotional rate then as clearly stated on your invoice and is always in the terms of a credit note. Please see point 12 for levels of refunds.

4.3 For No Show of Candidates for any reason or Candidates that leave employment within the first 3 days (THREE DAYS) Clients who selected the Discounted / Promotional rates: Any refunds for promotional / discounted rates below (except our standard published FULL RATES) will be issued in a credit note to be used for future services with Blackberry and have no monetary value. By signing an offer, accepting CV's holding an interview you agree to these terms in Full. You do not need to sign our terms as the option you the client has selected is clearly stated on your invoice with a link to these terms which you can download. Please see point 12 for levels of refunds.

5 CANCELLATION FEE

5.1 If, after the offer of Engagement has been made by the client through the agency, either verbally, by telephone, electronically including via email, via sms and the agency has confirmed the applicant has accepted and an offer letter has been agreed, even if not signed as the client has legally made the offer and the candidate has accepted so the contract is now binding, should the offer be withdrawn, altered or terminated or arrival date changed outside the 60 days the offer is valid for then the agency is entitled to the cancellation fee in full, as the client is the person, business or company that has broken the agreement, the candidate accepted in good faith and is entitled to claim compensation from the agency, or: Should the Client decides for any reason not to proceed with the appointment prior to the Applicant starting work within 60 days of offer being made in any format including verbally, the client shall be liable to pay the Agency 100% of the fee in clause 3.4. OR A MINIMUM OF 20% of total yearly salary package as made in the signed candidate offer letter, offers are accepted in good faith and can be made verbally, electronically (Email) Should the candidate not of accepted the offer prior to the client cancelling then no fees are payable, once the offer is agreed verbally or signed by the candidate as instructed by the client to make the offer the agency then the fees are payable on presentation of the cancellation invoice or additional costs will be incurred. The agency will confirm the candidate has accepted prior to an offer letter being agreed, sent or signed the client & candidate do not need to sign any offer made if both parties accept verbally or electronically so as the company can issue a contract on arrival should they prefer.

5.2 Should a client cancel and seek a rebate/ refund/ or replacement at a later date and have received any discounts whatsoever from Blackberry against replacements or recruitment fees previously within the invoice for the original candidate then our full standard cancellation fees of 25% (For each cancelled candidate) will be reinstated for any / all replacements and cancellations so all discounts will be cancelled. This is due to us having to cover the costs of cancellation with the candidate who you have made a formal offer to previously, it has been accepted, Blackberry has then had to sort everything out in finding a replacement for yourselves and a new placement for the candidate, doubling our services to you / caused by your cancellation. Please see point 12 for levels of refunds.

6 INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 12 months from the date of the Agency's Introduction.

6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

7 SUITABILITY AND REFERENCES

7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

7.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill. It is the client's responsibility to check that the Applicant holds all / any legal documents required by UKBA to enable the candidate to work in the UK and the client's responsibility to ensure they are legally permitted to employ any candidate introduced to them by Blackberry under the UKBA rules and that they/ their business is registered with the UKBA to enable the application to proceed.

7.4 The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant / Agency to it. The Client is responsible for obtaining work Visa / permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work, all these are the clients responsibility, though of course Blackberry has carried out checks but cannot be held responsible for the documentation supplied not verified.

7.6 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

8 SPECIAL SITUATIONS

8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

8.2 Where there is a significant adverse change in the client's business which prevents the Employment Business from obtaining sufficient insurance cover over the clients account, the Employment Business may, at its option, insist on immediate payment to bring the account down to a level the Employment Business can obtain insurance on. In the absence of suitable security, the Employment Business can, where it is unable to get sufficient cover from its insurers, terminate credit/business or reduce credit/business to a level it is comfortable with.

8.3 For the avoidance of doubt, a fee will be due from the client if the agencies own staff are directly or indirectly introduced to the client by virtue of their employment with the agency, this fee will be calculated at 100% of the first years' salary with the client and will not be subject to any refund unless expressly agreed in writing before the placement date.

9 LIABILITY

9.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation, UKBA rules and changes in UKBA rules during the application (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 an Applicant for the Client or from the Introduction to Offer or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant, or for the Applicant not to arrive with the client. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

10 LAW

10.1 These Terms are For Blackberry Healthcare Recruitment Limited and as a UK Company Registered In England & Wales are as such governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

11 COVID

11.1 In these difficult times it's important that everyone understands where Blackberry stands in regard to COVID conditions, laws, rules and instructions from any Government body or local authority regarding employment and offers. Should a client need to close its business for any duration for any reason related to COVID conditions locally / nationally then any employee supplied by the agency is entitled to any COVIV payments (FURLOUGH) as per any other person in employment with the client. Should a client be instructed to close / suspend its business whilst waiting for any starter to arrive then then Blackberry will suspend the arrival of the person (S) likewise should the candidate be unavailable to arrive due to local or National restrictions then the start date will be set to date when they are legally allowed to arrive and then agreed between all parties. Should the client or candidate wish to cancel the signed offer during this time a 100% replacement credit for a replacement will be made available to the client and accepted by all parties.

12 SCHEDULE OF PAYMENTS / REFUNDS / REBATES

PUBLISHED SCALE OF STANDARD FEES

Salary Band Fees:

Standard Rates for Nurses 20% to 30% Promotional Rates Nurses from 12.50% to 15%

Standard Rates for Healthcare Staff 15% to 30% Promotional Rates Healthcare Staff from 12.50% to 15% Depending on experience

SCHEDULE Of Rebates / Refunds:

SCALE OF REFUND / REBATE FOR FULL FEES: Are based on a declining 10 -week system from start date providing the client has complied in full of the offer made & our terms and conditions.

One Off Promotional or Discounted Fees: For all discounted and promotional rates these will be agreed and clearly stated on your invoice and will be rebated in the form of a credit note to be used against future services, as we cannot discount a service then refund for the service in full!

SCHEDULE: SCALE OF REBATE: Are based on terms stated on your invoice and may include any of the following

| Rebates | Cash Rebates | | Credit Against Future Services |
|------------|---------------|----|--------------------------------|
| Week 1 | 45.0% of Fees | OR | 70% of Fees |
| Week 2 | 30.0% of Fees | OR | 50% of Fees |
| Week 3 | 20.0% of Fees | OR | 40% of Fees |
| Week 4 | 17.5% of Fees | OR | 35% of Fees |
| Week 5 | 15.0% of Fees | OR | 30% of Fees |
| Week 6 | 12.5% of Fees | OR | 25% of Fees |
| Week 7 | 10.0% of Fees | OR | 20% of Fees |
| Week 8 | 7.5% of Fees | OR | 15% of Fees |
| Week 9 | 5.0% of Fees | OR | 10% of Fees |
| Week 10 | 2.5% of Fees | OR | 5% of Fees |
| Thereafter | 0 | | 0 |

Promotional rates below of 25% for Nurses and 25 % for Care Staff All refunds / rebates charged below our standard rates are without exception classed as **"Promotional rates"** which are clearly stated on your invoice and are below our standard minimum rate of 25% for so all these rebates will be in the form of a credit to be used against future services with Blackberry Healthcare Recruitment Limited without exceptions.

Should you the client wish to cancel once an offer is signed then no credits will be issued without exception, this is due to the Agency having to pay/ assist the candidate and then hopefully find them a new placement. The Client must also / has agreed within the acceptance of these terms to ensure the P45 Copy reaches our offices within the agreed timescale of 14 days from the last day of employment by the client / business stated in the offer, the P45 is 100% accurate, the employee of the client supplied by the agency has received all outstanding salary, overtime, bonus payments, holiday benefits and holiday pay failure will result in the none processing of any refund / rebate and the rebate will be non and void and non-payable, this is due to the administration costs incurred by Blackberry in chasing, sorting and clarifying the documentation.

One Off Introduction Fees

Where a client requests and we the agency agree a ONE-OFF INTRODUCTION FEE all other terms of business stated above are void, once the agent has introduced the applicant the client's instructions of offer. Or by the client supplying information of offer or contract electronically or a client interviewing the candidate in person or by any electronic means or making an offer they have agreed to these terms in Full once a copy of the flight ticket and arrival instructions have been sent by the agency thus the agency's total responsibility has been completed and finalised in the processes of introduction for which it has been paid:

- The client has selected a One Off discounted rate and the agency has agreed
- This rate does not include any refunds or rebates none should be asked for or expected under any circumstances
- The client agrees to take 100% of the risk and absorbs the agency of any risk whatsoever
- Providing the agency has carried out its total responsibility's it agreed in regard to the applicant stated on the signed offer:
 - The Introduction
 - Completing any interviews required
 - Passing on to the applicant any offer made by the client
 - Witnessing any offers or contract made between client & candidate
 - Arranging Flights, Travel & Arrival details
 - Supplying copies of flight confirmation and completed travel details
 - Supplying all the above information to the client is deemed as the agency's total responsibility and liability in all issues and matters concerning the candidate and the client.

Please Note: Any refunds for promotional / discounted rates below our standard published FULL RATES will be issued in the form of a credit note to be used for future services with Blackberry Healthcare Recruitment Limited and have no monetary value. If the client was to cancel any rebates or refunds due once we are instructed to find a replacement then no credits or monies will be refunded as we would have incurred costs for advertising, administration which we had completed under the client's instructions. Clients should also note in clause 5.2 Should a client cancel and seek a rebate/ refund/ or replacement at a later date and have received any discounts whatsoever from Blackberry against replacements or recruitment fees previously within the invoice for the original candidate then our full standard cancellation fees of 15% (For each cancelled candidate) will be reinstated for any / all replacements and cancellations so all discounts will be cancelled. This is due to us having to cover the costs of cancellation with the chefs who you have made a formal offer to previously, it has been accepted, Blackberry has then had to sort everything out in finding a replacement for yourselves and a new placement for the candidate, doubling our services to you / caused by your cancellation.

The rate of fees you the client selected are clearly stated on your invoice which by paying you have agreed to in full our terms of business, accepting cvs, commencing an interview making an offer verbally, electronically or in hard copy acts as full acceptance of terms and our schedule of fees, rebates, credits & cancellation rules without exception, the link to our terms is also found on your invoice, you do not need to sign our terms as by completing an interview or making any offer in any format you have accepted them in their entirety.

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