

Terms and Conditions for Clients

1. These Terms and Conditions will apply to the contract between Glasgow Childcare Solutions (hereinafter referred to as 'the Agency') and yourself, the prospective employer (hereinafter referred to as 'the Client'). Candidates for placement are hereinafter referred to as 'the Applicant' and upon placement, as 'the Employee'. 'Placement' means the engagement, employment or proposed use of the Applicant by the Client or any third party introduced by the Client, whether on a permanent or temporary basis, and whether under a contract of service or for services; or any other engagement whatsoever.
2. Unless otherwise agreed in writing by a Partner of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions proposed by the Client. No variation or alteration of these Terms of Business shall be binding unless approved in writing by a Partner of the Agency.
3. Receipt by the Agency of the Client registration form and registration fee is deemed to be acceptance by the Client of the Agency's Terms and Conditions.
4. All introductions by the Agency are strictly confidential. Any information relating to or supplied by the Agency, which has been disclosed to the Client, is to be treated in the strictest confidence and must not be disclosed to a third party. Any information passed on to a third party which results in the engagement of an Applicant shall render the Client liable to pay the relevant placement fee.
5. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. The Agency will conduct personal interviews, check details, documentation and references of the Applicants. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits required and for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and for satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work. The final decision to employ an Applicant rests solely with the Client.

6. The Agency shall not be liable under any circumstances for any 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 an Applicant for the Client or from the introduction to or engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

7. In the event of an Applicant leaving the Client's employment ('Termination') within 6 weeks of the date of commencement of employment the Agency will offer one replacement at no extra charge provided that the Client notifies the Agency in writing within 7 days of the Termination and that the Client has paid the placement fee in full within 14 days of the invoice date. If no replacement can be placed the Agency will offer a refund against the placement fee already paid, calculated proportionally from the date of commencement of employment of the Applicant until Termination as follows:

Up to 2 weeks - 80% of the placement fee
2 to 4 weeks – 40% of the placement fee
4 to 6 weeks – 20% of the placement fee

8. No refund will be offered if the Employee leaves employment with the Client within the first 6 weeks of employment because, in the opinion of the Agency (acting reasonably), the Client misrepresented the conditions of employment/engagement to the Applicant.

9. No refund will be offered for temporary placements.

10. If the Client cancels a placement prior to the Employee commencing the placement, the Client must pay the Agency 50% of the placement fee and pay the Applicant 2 weeks wages and (if applicable) associated expenses.

11. The Client agrees:
 - a) to notify the Agency immediately of any offer of a placement which it makes to an Applicant;

 - b) to notify the Agency immediately that its offer of a placement to the Applicant has been accepted and to provide details of the full remuneration to be paid to the Applicant.

An invoice will be issued upon such notification and shall be payable within 14 days of the invoice date.

12. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days, at the rate of 4% per annum above the base rate from time to time of the Royal Bank of Scotland Plc from the due date until the date of actual payment. In addition to the foregoing, an administration charge of £100 will become applicable at the discretion of the Agency.
13. It is the Client's responsibility to comply with all employment legislation and to pay Income Tax and National Insurance contributions on behalf of the Employee. This includes salary, guaranteed and/or anticipated 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. The Applicants are not the employees of the Agency.
14. The Agency will not be responsible for any travel or subsistence expenses for the Applicant in attending interviews or otherwise. The Client may however reimburse the Applicant for any travel and subsistence expenses incurred for the purpose of attending interviews. This should be agreed with the Applicant prior to the interviews preferably in writing.
15. Should a temporary placement become permanent the Client will be liable for the appropriate placement fee in accordance with the Agency's scale of fees as set out in the Schedule hereto.
16. The Agency has a complaints procedure, details of which are provided with the Agency's information pack and available on the Agency's website and which should be followed by Client's for any complaints that may arise.
17. These Terms are governed by the Law of Scotland and are subject to the non-exclusive jurisdiction of the Courts of Scotland.