

YY GROUP LTD TRADING AS HAPPYJOBSNI.COM CLIENT TERMS OF BUSINESS PERMANENT, CONTRACT STAFF and PART TIME STAFF

HappyJobsNI confirms to its Clients that it is acting as a consultancy for the purpose of the introduction of Applicants, in its capacity as an Employment Agency (in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time).

HappyJobsNI expects Clients to act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

1. DEFINITIONS

- 1.1. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.2. Unless the context requires otherwise, references to the singular include the plural, and the masculine includes the feminine and vice versa.
- 1.3. In these Terms of Business, the following definitions apply:

“**Agency**” means YY Group Ltd trading as HappyJobsNI of 16d Castle Street Lisburn BT27 4XD Registered in Northern Ireland NI666578.

“**Applicant**” 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;

“**Cancellation Fee**” means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement that has been accepted by the applicant. See Clause 5;

“**Client**” 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;

“**Commencement Date**” means the date detailed on page 5 of these terms and for the avoidance of doubt all the provisions of these Terms shall be deemed to become effective at this date;

“**Data Protection Laws**” means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“**Engagement**” 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, license, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee; and “Engage”, “Engages” and “Engaged” shall be construed accordingly; “**Exclusivity Term**” means the period during which these Terms shall remain in force commencing on the Commencement Date;

“**Introduction**” means (i) the Client’s interview of an Applicant in person or by telephone, 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;

“**Losses**” means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“**Remuneration**” includes base salary or fees, guaranteed bonus, 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. HappyJobsNI does not charge where the Client provides a company car;

2. THE CONTRACT

- 2.1. These terms of business and the attached Schedule(s) (“the Terms”) constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Applicant, or the passing by the Client of any information about an Applicant to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 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 and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when introducing Applicants to the Client for direct Engagement by that Client.
- 2.5. Unless agreed separately with the Agency these terms remain valid for twelve months from the date of the agreement by the client.

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 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 prior to the advertising campaign commencing
- 3.2. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.3. VAT is charged at the standard rate on all fees.

4. REFUNDS AND REPLACEMENTS

- 4.1. Any refund is at the discretion of HappyJobsNI
- 4.2. As part of our honesty guarantee if we the agency feel we would be unable to introduce a suitable candidate to the role we will offer a refund in full to the client.
- 4.3. If we the agency have introduced suitable candidates based on the pre-agreed criteria for the role no refund will be applicable
- 4.4. Recruitment campaigns will run for a maximum of 4-weeks unless pre-agreed with your account manager. At the end of the agreed period if we the agency have been unable to introduce a candidate that we feel matches the criteria of the role we will re-run the advertising campaign free of charge.

5. CANCELLATION FEE

- 5.1. If within 7 days of purchasing HappyJobsNI recruitment service for any reason the client wishes to cancel their service we the agency will provide a refund of 50% of the initial fee.

6. SUITABILITY AND REFERENCES

- 6.1. The Agency endeavours to ensure the suitability of Applicants Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:

- 6.1.1. ensure that it would not be detrimental to the interests of either the Client or the Applicant;
- 6.1.2. ensure that both the Client and Applicant are aware of any requirements imposed by law or by any professional body;
- 6.1.3. confirm that the Applicant is willing to work in the position;

- 6.2. Notwithstanding clause 7.1 the Client must satisfy itself as to the suitability of the Applicant for the position they are seeking to fill. The Client is responsible for:

- 6.2.1. taking up any references provided by the Applicant before Engaging the Applicant;
- 6.2.2. checking the Applicant's right to work and obtaining permission to work as may be required by the law of the country in which the Applicant is Engaged to work;
- 6.2.3. the arrangement of medical examinations and/or investigations into the medical history of any Applicant; and
- 6.2.4. satisfying any medical and other requirements, qualifications or permission required for the Applicant to work in the Engagement.

- 6.3. To enable the Agency to comply with its obligations under clause 7.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:

- 6.3.1. the type of work that the Applicant would be required to do;
- 6.3.2. the location and hours of work;
- 6.3.3. 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;
- 6.3.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 6.3.5. the date the Client requires the Applicant to commence the Engagement;
- 6.3.6. the duration or likely duration of the Engagement;
- 6.3.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;
- 6.3.8. the intervals of payment of Remuneration; and
- 6.3.9. the length of notice that the Applicant would be entitled to give and receive to terminate their employment with the Client.

- 6.4. The Agency will use due skill and care in locating and introducing Applicants and use all reasonable endeavours to ensure that an applicant is suitable in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time). Beyond that, no other term or condition is to be implied concerning the Agency's services. In particular, the Agency does not warrant or make any representations about the suitability of, or the accuracy of any information concerning, an Applicant (as this information comes from the Applicant or other sources outside the Agency's control) and none is to be implied from anything the Agency may undertake or provide. The Agency recommends Independent CV Verification which the Agency is able to provide through a third-party supplier at the cost rate of £150 + VAT (dependent on the thoroughness of the verification).

7. EXCLUSIVITY TERM

- 7.1. These terms are on the basis of HappyJobsNI being the exclusive appointed agency

8. INFORMATION TO BE PROVIDED

- 8.1. When the Agency Introduces an Applicant to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 7.1.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1. All information relating to an Applicant is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition, information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

- 9.2. The full privacy policy including GDPR requirements can be found online at: <https://www.happyjobsni.com/privacy-policy> or copy can be requested in writing by emailing hello@happyjobsni.com.

10. LIABILITY

- 10.1. 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 or for any other loss which it is not permitted to exclude under law.

- 10.2. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of, these Terms by the Client.

11. NOTICES

- 11.1. All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

12. SEVERABILITY

- 12.1. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

13. GOVERNING LAW AND JURISDICTION

- 13.1. These Terms are governed by the law of Northern Ireland and are subject to the exclusive jurisdiction of the Courts in Northern Ireland.

14. FORCE MAJEURE

- 14.1. In no event shall the Agency be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the agency shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.



CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF (TO BE DIRECTLY EMPLOYED BY THE CLIENT)

SCHEDULE ONE: SCALE OF FEES

- Happy Hiring – Managed End-to-End Advertising Campaign - **£949 + VAT**
- **£200 + VAT** – For any additional Successful Candidates Hired (After your first) from your advertising campaign (Invoiced on Candidate Start Date)

SCHEDULE TWO: ASSIGNMENT

HappyJobsNI shall advertise and manage the end-to-end recruitment for the role as defined by the Client

SCHEDULE THREE: SCALE OF REFUND

Please refer to Clause 4 & 5 of the contract

If the candidate leaves within the first four weeks HappyJobsNI will replace the candidate free of charge.

If the candidate leaves within the first twelve weeks and you would like to move to our Happy Search service, we will deduct the price of the Happy Hiring service of the Happy Search fee (e.g. If the Search fee = £2000. £2000 - £749 = £1251 left to pay)

Advertising

To enable HappyJobsNI to advertise your vacancies at no cost to yourself (unless as part of a Managed Advertising Campaign) please place a mark in your preferred choice of advertising options:

- I confirm that HappyJobsNI can advertise vacancies on our behalf either confidentially or using our company name and logo. I also confirm that I am authorised to agree to a third party using our company name and logo
- I confirm that HappyJobsNI can advertise vacancies confidentially on our behalf.

AGREEMENT TO YY GROUP LTD TRADING AS HAPPYJOBSNI.COM TERMS OF BUSINESS

I confirm that I am duly authorised to acknowledge and accept the Terms and Conditions of business for the supply of directly employed permanent and contract staff.

Signed: Signed:

Name: Name:

Position: Position: *Director*

Date: Date:

On behalf of: On behalf of: *YY Group Ltd*
(Company Name)