

**Special Conditions in relation to Employment Agencies (EA)**

1. No introduction by the employment agency is deemed to have taken place where:
  - (i) The applicant / work seeker / candidate / contractor is already known to MJ Church (Plant) Limited or its employees / staff;
  - (ii) The introduction of an applicant / work seeker / candidate / contractor to MJ Church (Plant) Limited or its employees / staff (however received) was unsolicited;
  - (iii) The applicant's / work seeker's / candidate's / contractor's / EA's application / introduction is in response to an advert or enquiry, wherever or however placed, by MJ Church (Plant) Limited or its employees / staff;
  - (iv) More than one employment agency introduces the same applicant / work seeker / candidate / contractor.
2. Unless agreed otherwise, payment of fees will be made 30 days after the month end within which the invoice is received.
3. MJ Church (Plant) Limited shall not be liable to pay an introduction fee / fees where the introduction was made 3 months or more before an applicant / work seeker / candidate / contractor was engaged by MJ Church (Plant) Limited.
4. In the absence of an agreed introduction fee percentage / fee for a fixed term engagement, MJ Church (Plant) Limited will pay 15% of the applicant's / work seeker's / candidate's / contractor's base salary for the first 12 months of the engagement plus any applicable VAT.
5. 'Remuneration' shall be base annual salary.
6. The maximum fee for a fixed term engagement is 12 months in the aggregate.
7. Refunds of the introduction fee / fees shall be:

<b>Week in which applicant leaves</b>	<b>Percentage of introduction fee refunded</b>
1-4	100%
5-8	75%
9-12	25%
13+	0%

8. 'Non-solicitation' shall extend to applicants / work seekers / candidates / contractors / employees and staff of MJ Church (Plant) Limited whether previously employed / introduced by the employment agency or not.
9. Any substitute applicants / work seekers / candidates / contractors shall only be supplied where confirmed in writing by MJ Church (Plant) Limited.
10. For the avoidance of doubt a timesheet signed by MJ Church (Plant) Limited's authorised signatory is required to accompany all invoices.
11. Where a time clock is present on site, the applicant / work seeker / candidate / contractor is obliged to use it and comply with the clock card rules in place at the time. Failure to do so will result in hours / time being paid at the MJ Church (Plant) Limited's authorised signatures absolute discretion.
12. 'Transfer fees' / 'temporary to permanent' fees shall be paid at 15% of the base salary in the aggregate based on a 12-month period. For example, where the applicant / work seeker / candidate / contractor has worked for MJ Church (Plant) Limited for 12 months or more no fee/fees are payable; where the applicant / work seeker / candidate / contractor has worked for MJ Church (Plant) Limited for 8 months, 4 months of the fee/fees will be payable
13. Notice of termination of the contract between the employment agency and MJ Church (Plant) Limited shall be 7 days' notice in writing by either party.
14. In the event of any conflict between these 'special conditions' and any other purported conditions considered to apply, these 'special conditions' shall take precedence.