

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

1. Definitions

“Infills” means Infills Agency, acting as an employment agency when introducing candidates for direct engagement by the Client.

“Client” means the person, firm, dental practice, company or organisation requesting or receiving an Introduction.

“Candidate” means a person introduced by Infills to the Client for possible Engagement.

“Introduction” includes the provision of a Candidate’s CV, profile or identifying information, arranging an interview, or otherwise bringing a Candidate to the Client’s attention in connection with an Engagement.

“Engagement” means the employment or engagement of a Candidate by the Client, whether directly or indirectly and whether as an employee, worker, self-employed person, contractor, partner or through another person or business.

“Remuneration” means the Candidate’s gross taxable remuneration for the first 12 months of the Engagement, including basic salary and any guaranteed payments or allowances.

2. Acceptance of these Terms

These Terms apply to permanent recruitment introductions made by Infills. The Client will be treated as accepting these Terms when it asks Infills to provide permanent recruitment services, submits or authorises a vacancy under these Terms, interviews a Candidate introduced by Infills, or Engages a Candidate introduced by Infills.

Any variation to these Terms must be agreed in writing by Infills.

3. The Client’s vacancy information

Before Infills carries out work-finding services for a vacancy, the Client must provide accurate and sufficient information about the role, including the identity and nature of the Client’s business, position and duties, location, proposed start date, working days/hours, remuneration and benefits, required experience, training, qualifications or authorisations, any known health and safety risks and relevant controls, and any other information reasonably required by Infills.

The Client confirms that it has authority to recruit for each vacancy submitted to Infills and will promptly notify Infills of any material change to the vacancy.

4. Candidate introductions and fee protection

An Introduction by Infills is confidential and is made for the purpose of considering the Candidate for Engagement.

If the Client Engages a Candidate introduced by Infills, the recruitment fee in clause 6 is payable.

The fee will also be payable where, following an Introduction, the Client refers or introduces the Candidate to another person or organisation and that person or organisation Engages the Candidate within the protection period.

For direct permanent Introductions where Infills has not supplied the Candidate as a temporary worker, the protection period is six months from the latest of: the date of Introduction, the Candidate’s most recent interview arranged or facilitated through Infills, or the last substantive communication between Infills and the Client concerning that Candidate.

Where a Candidate has previously been known to the Client, the Client must tell Infills promptly after receiving the Introduction and provide reasonable evidence if it believes no fee should apply.

5. Recruitment process and Client notifications

The Client agrees to keep Infills informed of the recruitment process and, in particular, to notify Infills promptly of:

- any request to interview or further assess a Candidate;
- the outcome of an interview or assessment;
- any offer made or proposed to a Candidate, including remuneration, hours and proposed start date;

- the Candidate's acceptance of an offer and confirmed start date; and
- any Engagement of a Candidate introduced by Infills.

Infills may communicate and facilitate offers between the Client and Candidate. The Client remains responsible for the final employment contract and employment terms.

6. Permanent recruitment fee

The fee for a successful permanent Engagement is 12.5% of the Candidate's first 12 months' gross Remuneration.

Where the exact first-year Remuneration cannot reasonably be established at the time of invoicing, Infills may calculate the fee using the annualised value of the agreed basic pay and any guaranteed remuneration.

The recruitment fee becomes due when the Candidate commences the Engagement. Infills will issue an invoice and payment is due within 30 days of the invoice date.

VAT will be added where applicable.

7. Six-week rebate guarantee

Subject to this clause, if the Candidate's Engagement ends during the first six weeks after commencement, Infills will provide the following rebate of the permanent recruitment fee actually paid:

Employment ends	Rebate
Weeks 1–2	75%
Weeks 3–4	50%
Weeks 5–6	25%
After week 6	No rebate

A rebate is only available where:

- the Client has paid the relevant Infills invoice in full and within the agreed payment terms;
- the Client tells Infills in writing within 7 days of the Engagement ending and gives reasonable details of the reason;
- the Engagement did not end because of redundancy, restructuring, a material change to the role, location, hours or remuneration, or circumstances unrelated to the Candidate's suitability or decision to remain;
- the Client has complied with these Terms and has not engaged the Candidate in another capacity; and
- the Candidate was not dismissed or disadvantaged for a discriminatory or otherwise unlawful reason.

Any rebate is calculated on the recruitment fee only and excludes VAT. No rebate is due after the end of week 6.

8. Cancellation before commencement

If a Candidate accepts an offer and the Client subsequently withdraws or cancels the Engagement before the agreed start date for reasons not attributable to the Candidate, Infills may charge a cancellation fee equal to 50% of the permanent recruitment fee that would otherwise have been payable. This does not apply where the withdrawal is required because information subsequently obtained shows that the Candidate cannot lawfully or professionally perform the role.

9. Candidate information, checks and suitability

Infills will take reasonable steps, in accordance with applicable recruitment legislation, to obtain and communicate information relevant to a Candidate's suitability and to any legal or professional requirements for the role.

Where professional qualifications or authorisations are required for a role, Infills will take the steps required of an employment agency to obtain or verify the relevant information and make it available to the Client, or tell the Client where required information could not be obtained and what steps were taken.

The Client remains responsible for satisfying itself that the Candidate is suitable for the Engagement and for carrying out any checks that are the employer's responsibility, including any final right-to-work, occupational health, reference, safeguarding or other pre-employment checks required for the particular role.

The Client must promptly tell Infills if it becomes aware of information that may materially affect a Candidate's suitability.

10. Data protection and confidential information

Each party will comply with applicable data protection law when processing Candidate and Client information.

Candidate information supplied by Infills must be used only for legitimate recruitment and employment purposes, kept secure, disclosed only to people who need it for those purposes, and retained no longer than necessary or legally required.

Criminal-record, health and other sensitive information must be handled only where there is an appropriate lawful basis and in accordance with applicable requirements. Nothing in these Terms authorises unnecessary copying, onward disclosure or indefinite retention of such information.

11. No guarantee of appointment or continued employment

Infills will use reasonable care in providing its recruitment service but cannot guarantee that a Candidate will accept an offer, commence employment, remain in employment or meet every expectation of the Client. The rebate in clause 7 is the agreed financial protection for an eligible early termination.

12. Liability

Infills is not liable for loss arising solely from the acts, omissions, conduct or performance of a Candidate after Engagement, except to the extent that liability cannot lawfully be excluded or limited.

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or limited.

Subject to the paragraph above, Infills' aggregate liability arising from a particular permanent Introduction or Engagement will not exceed the recruitment fee paid to Infills for that Engagement.

13. Law and jurisdiction

These Terms are governed by the law of England and Wales. The courts of England and Wales will have jurisdiction in relation to disputes arising from these Terms.

14. Client acceptance

For website use, acceptance may be recorded electronically. The Client should be required to confirm that it has read and agrees to the current Infills Permanent Recruitment Terms of Business before submitting a vacancy for recruitment.

Recommended website checkbox wording:

I confirm that I am authorised to recruit on behalf of this practice/organisation and agree to the Infills Permanent Recruitment Terms of Business, including the 12.5% successful placement fee.

Internal implementation note – remove before publication

This draft modernises the previous Infills permanent recruitment terms and reflects the proposed 2026 commercial model: one 12.5% fee, 30-day payment terms and the existing six-week 75% / 50% / 25% rebate structure. Before publication, obtain a UK recruitment-law/compliance review, confirm the correct contracting business name/address and VAT position, and align the website privacy notice, candidate terms/permissions, DBS handling policy and document-retention process.