GTA TALENT

Service Level Agreement

Permanent recruitment services for automotive employers

AGREEMENT DETAILS	
Agreement date	
Client / garage	
Registered address	
Primary contact	

IMPORTANT

The Client must sign this agreement before GTA Talent begins recruitment or introduces any candidates. The fee for each vacancy must also be agreed in writing before recruitment activity begins.

1. Parties and purpose

1.1 This agreement is between North London Garages GTA (company number 05586971), trading through its permanent recruitment service GTA Talent, of Redburn Industrial Estate, 39 Woodall Road, Ponders End, Enfield EN3 4LQ (GTA Talent), and the client named above (the Client).

1.2 It sets out the terms on which GTA Talent introduces candidates for permanent employment or direct engagement by the Client.

1.3 GTA Talent will not begin recruitment activity or introduce candidates until this agreement has been signed by an authorised representative of the Client.

2. Service provided

2.1 Once this agreement has been signed and the vacancy-specific fee has been agreed in writing, GTA Talent will take a vacancy brief, source and screen potentially suitable candidates, coordinate introductions and interviews, and support offer management and agreed recruitment communications.

2.2 GTA Talent will use reasonable care in providing the service but does not guarantee that a vacancy will be filled or that a candidate will remain employed for any particular period.

2.3 Unless separately agreed in writing, the service does not include carrying out formal employment references, criminal record checks, medical checks, driving licence checks, qualification verification, right-to-work checks or any other pre-employment vetting on the Client's behalf.

3. Client responsibilities

3.1 The Client will provide accurate and complete information about the role, including duties, location, hours, salary, benefits, required qualifications, driving requirements, health and safety risks, and any other information that could affect a candidate's decision or suitability.

3.2 The Client remains responsible for deciding whether a candidate is suitable and for completing all pre-employment checks required by law or by its own policies, including identity and right-to-work checks, references, qualifications, licences and any necessary health or safeguarding checks.

3.3 The Client will promptly tell GTA Talent about interview decisions, offers, acceptances, start dates, salary changes and any other change affecting the vacancy or placement.

3.4 The Client will provide a safe, lawful and non-discriminatory recruitment process and working environment.

4. Candidate introductions

4.1 An Introduction occurs when GTA Talent provides information identifying a candidate, arranges an interview, or otherwise brings the candidate and Client into contact in connection with employment or engagement.

4.2 If the Client already knows or has recently considered an introduced candidate, it must notify GTA Talent in writing within three working days of the Introduction and provide reasonable supporting evidence. Otherwise, the Introduction will be treated as having been made by GTA Talent.

4.3 If the Client employs or engages an introduced candidate in any role within 12 months of the later of the Introduction, the last interview arranged through GTA Talent, or the end of substantive recruitment contact regarding that candidate, the agreed recruitment fee will be payable.

4.4 Candidate information is confidential. The Client must not pass it to another business or person. If a third party employs or engages the candidate following the Client's disclosure, the Client will be responsible for the applicable fee as though it had made the placement itself.

5. Fees and Vacancy Confirmation

5.1 The fee for each vacancy or placement will be agreed individually between GTA Talent and the Client. No standard, minimum or maximum fee is created by this agreement.

5.2 Before recruitment activity begins for a vacancy, the agreed fee, whether a fixed amount or another expressly agreed basis, will be recorded in a signed Vacancy & Fee Confirmation, email or other written confirmation accepted by both parties.

5.3 The fee becomes due when the candidate starts employment or engagement with the Client, whether under the original vacancy or another role.

5.4 All fees are exclusive of VAT, which will be charged at the prevailing rate where applicable.

6. Invoicing and payment

6.1 GTA Talent will normally issue its invoice on or around the candidate's start date. The Client must pay the invoice in full within 30 calendar days of the invoice date unless a different period is confirmed in writing.

6.2 The Client must raise any genuine invoice query within seven calendar days of receiving the invoice and must pay any undisputed amount by the due date.

6.3 GTA Talent may charge statutory interest, compensation and reasonable recovery costs on overdue sums, and may pause further recruitment activity while any invoice remains overdue.

7. Eight-week rebate

7.1 There is no free replacement guarantee. If the placed candidate's employment or engagement ends during the first eight weeks after their start date, the Client may qualify for a rebate equal to 50% of the recruitment fee actually paid, excluding VAT.

7.2 The rebate is available only where the Client:

- has paid GTA Talent's invoice in full by the original due date;
- notifies GTA Talent in writing within five working days of the employment or engagement ending, stating the final working date and reason;
- has complied with this agreement and provided accurate vacancy and employment information; and
- has not materially changed the role, pay, location, hours, reporting line or working conditions without the candidate's prior agreement.

7.3 No rebate is due where the employment or engagement ends because of redundancy, business closure, restructuring, a lack of work, a material change made by the Client, unlawful or discriminatory conduct, unsafe working conditions, non-payment of wages, or any other breach by the Client.

7.4 Subject to the above conditions, the rebate applies whether the candidate resigns or the Client dismisses the candidate. GTA Talent may request reasonable evidence of the reason and date of termination before approving the rebate.

7.5 An approved rebate will be issued as a credit note or refund, at GTA Talent's option, within 30 days of approval. The rebate is the Client's sole remedy in relation to the early termination of a placement.

8. Offers, withdrawal and changes

8.1 The Client must promptly confirm the final offer details and intended start date in writing. The Client is responsible for issuing the employment contract and all statutory employment particulars.

8.2 If an accepted offer is withdrawn by the Client before the candidate starts, GTA Talent may recover any separately agreed advertising, assessment or other third-party costs, but no placement fee will be charged unless the Vacancy & Fee Confirmation expressly states otherwise.

8.3 If the candidate starts on revised terms or in a different role, the fee recorded in the Vacancy & Fee Confirmation remains payable unless GTA Talent agrees otherwise in writing.

9. Data protection and confidentiality

9.1 Each party will comply with applicable UK data protection law and will use candidate personal data only for legitimate recruitment, employment and related legal purposes.

9.2 The Client will keep candidate information secure, restrict access to those who need it for the recruitment decision, and securely delete or retain it in line with its lawful retention policy when no longer required.

9.3 Each party will keep confidential the other party's commercial information, including agreed fees, candidate details and recruitment plans, except where disclosure is required by law or reasonably necessary to perform this agreement.

10. Liability

10.1 The Client makes the final recruitment and employment decision. GTA Talent is not liable for any act, omission, conduct, performance, absence, loss or damage caused by a candidate, or for any inaccurate information supplied by a candidate, except to the extent caused by GTA Talent's failure to use reasonable care.

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

10.3 Subject to clause 10.2, GTA Talent's total liability arising from a particular placement will not exceed the recruitment fee paid for that placement. GTA Talent will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of opportunity or loss of goodwill.

11. Term and termination

11.1 This agreement begins on the date it is signed and continues until either party gives 30 days' written notice. Either party may terminate immediately for a material breach that is not remedied within seven days of written notice, or where the other party becomes insolvent.

11.2 Termination does not affect accrued rights. Clauses relating to fees, Introductions, confidentiality, data protection, liability and governing law continue where necessary, including for candidates introduced before termination.

12. General

12.1 A change to this agreement is valid only if agreed in writing by authorised representatives of both parties. A Vacancy & Fee Confirmation may set role-specific commercial details without amending the rest of this agreement.

12.2 Neither party may transfer this agreement without the other party's written consent, except as part of a genuine business reorganisation or transfer of substantially all relevant assets.

12.3 If any provision is found invalid or unenforceable, the remaining provisions continue in effect. A delay in enforcing a right is not a waiver of that right.

12.4 This agreement and each accepted Vacancy & Fee Confirmation form the entire agreement relating to the relevant recruitment service and replace earlier discussions on the same subject.

12.5 No person other than GTA Talent and the Client has any right to enforce this agreement under the Contracts (Rights of Third Parties) Act 1999.

12.6 This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

13. Signatures

By signing below, both parties agree to these terms. GTA Talent may then accept vacancy instructions, subject to the fee for each vacancy being agreed in writing before recruitment begins.

FOR NORTH LONDON GARAGES GTA / GTA TALENT		FOR THE CLIENT	
Name		**Name**	
Position		**Position**	
Signature		**Signature**	
Date		**Date**	