



## Terms & Conditions

Revised January 1<sup>st</sup> 2010

1. These terms and conditions apply to all introductions of interviewees and candidates to the client ('the Client') by agencybods.co.uk ('AGENCYBODS LTD') (Company Number 6774545) with its registered office at Broom House, 69 Lightcliffe Road, Brighouse, HD6 2EX, carrying on business as an agency assisting with the recruitment of employees.

2. In this agreement the following expressions shall, except where context requires otherwise, have the following respective meanings.

"Engagement": Employment or use whether under a contract of service or a contract for services or retention by the Client in any personal or corporate capacity of an Employee, agent or independent contractor either on a short-term, permanent, part-time or self employed basis whether in a sales position or otherwise. The Expressions "employed" and "engaged" shall bear similar interpretation.

"Date of Engagement": the first day of employment of the Candidate by the Client or the first day of the Candidate's training with AGENCYBODS.CO.UK, whichever is earlier.

"Client" The Client and any subsidiary holdings or associated companies (as defined in Section 736 of The Companies Act 1985 as supplemented by section 736a of The Companies Act 1985 and Section 416 of The Income and Corporation Taxes Act 1988 respectively) for the time being of the Client. A 'client' being a company or individual who has engaged the services of agencybods.co.uk through registration of a vacancy or candidate search.

"Candidate" the interviewee selected by the Client for employment with the Client.

"Interviewee" any person presented by AGENCYBODS.CO.UK for interview with the Client

"Contract" The agreement by The Client to use the services of AGENCYBODS.CO.UK for the purposes of introducing interviewees to The Client incorporating these Terms and Conditions.

AGENCYBODS.CO.UK and the Client shall each be known as a 'Party' and together as the 'Parties'.

3. No order placed by the Client shall be deemed to be accepted by AGENCYBODS.CO.UK until an e-mailed acknowledgement of order is issued by AGENCYBODS.CO.UK at which point the Contract is formed. No terms or conditions endorsed on, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
4. The Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document). These terms and conditions apply to all AGENCYBODS.CO.UK's dealings and any variation to these terms and conditions and any representations about the services of AGENCYBODS.CO.UK shall have no effect unless expressly agreed in writing and signed by a director of AGENCYBODS.CO.UK. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of AGENCYBODS.CO.UK which is not set out in the Contract. Nothing in this condition shall exclude or limit AGENCYBODS.CO.UK's liability for fraudulent misrepresentation.

5. The Client agrees to provide AGENCYBODS.CO.UK with the information required to enable AGENCYBODS.CO.UK to assess and select a suitable Candidate(s) for the Engagement and by doing this the Client agrees to provide;
  - a) The nature of the Company's business;
  - b) The date on which the Company requires a Candidate to commence work and the duration or likely duration of the work;
  - c) The position to be filled, including the type of work required to be done, the location and the hours required to be worked, by the Candidate;
  - d) Any risks to health and safety relevant to the engagement and what steps have been taken by the Client to prevent or control such risks;
  - e) The experience, training, qualifications and any authorisation which the Client consider necessary or which are required by Law or by any professional body for the Candidate to possess.
  - f) Any expenses payable by or to the Candidate;
  - g) The minimum rate of remuneration and any other benefits to be offered in respect of the relevant position, and the intervals at which they would be paid and
  - h) Where applicable the length of notice which a successful Candidate would be required to give and entitled to receive, in order to end the engagement

The Client is responsible for providing correct information. If the information supplied by the Client to AGENCYBODS.CO.UK is incorrect, if AGENCYBODS.CO.UK incurs any costs or expends time on the basis of such incorrect information, the Client will pay AGENCYBODS.CO.UK for time expended or costs incurred in reliance of such information.

6. Once the Client has selected the appropriate Candidate from Interviewees introduced by AGENCYBODS.CO.UK, the Client agrees to engage the Candidate as an Employee/worker in the Client's company, trade, business or profession.
7. The Client shall not for a period of one year from the date of interview or receipt of the Interviewee's details (whichever is the later) employ or engage any Interviewee without notifying AGENCYBODS.CO.UK and complying with the provisions of these terms and conditions.
8. AGENCYBODS.CO.UK will charge the Client a fee which is calculated as a percentage of the Candidate's annual salary package, plus the provision of a company car (whose notional value is hereby agreed at £5,000)/ vehicle allowance, any guaranteed commission/ bonus and any other benefit agreed to be paid to the Candidate. The fees will be a flat 10% and the invoice raised in the month the candidate has accepted the offer. This fee will be applied even if the candidate has completed a previous part time, short term or rolling contract.
9. The Client will pay AGENCYBODS.CO.UK's fees as detailed in Clause 8 and agrees that payment will be made within 30 days.
  - a) All sums are subject to VAT which must be paid by the Client. VAT at a rate of 15% or current prevailing rate.
  - b) AGENCYBODS.CO.UK shall be entitled to charge interest on any sums unpaid from the date when such sums fall due until actual payment (both before and after judgment) at the rate of 4% above the base-lending rate of the Bank of England
  - c) If any sums due under these terms and conditions remain unpaid for 14 days from the date due all of the sums payable under these terms and conditions shall become payable immediately.

10. On the strict condition that the Client has paid any outstanding invoice owing to AGENCYBODS.CO.UK in accordance with clause 9 the following shall also apply separately or in addition:
  - a) In the event that the Candidate shall leave the employ of the Client during the first 3 months of the employment from the commencement date, then AGENCYBODS.CO.UK agrees to repay a sum representing 50% of the fee charged to the Client for that Candidate.
  - b) AGENCYBODS.CO.UK reserve the right to charge the Client a fee at a rate of up to 30% of the value of any contract offered to the Candidate and accepted by the Candidate for the placement of a part time, short term or rolling basis contract
  - c) AGENCYBODS.CO.UK will not refund the Client for any commissions in part or full paid by them to the Candidate of any part time, short term or rolling contract should the contract be terminated before the originally agreed termination date.
  - d) Should the Candidate be offered a full time role after the completion of any type of part time, short term or rolling basis contract with the Client, AGENCYBODS.CO.UK accepts that this is to be treated as a successful probationary completion and will not offer 50% refund should either the Client or Candidate then terminate the contract of employment / services.
  - e) In the event that more than one Candidate is engaged by the Client, then the Client shall pay a fee in respect of each Candidate.
11. The Client agrees to notify AGENCYBODS.CO.UK upon the Engagement by the Client of a Candidate introduced by AGENCYBODS.CO.UK and if so requested by AGENCYBODS.CO.UK, The Client will provide copies of the offer letter sent to the Candidate by the Client and the employment contract or agreement of employment between the Client and the Candidate.
12. Regarding termination of a contract of employment/services:
  - a) If the Client terminates the contract of employment/services with the Candidate other than on the grounds of redundancy before the expiry of the period of 3 months from the Date of Engagement, the Client must give notice in writing to AGENCYBODS.CO.UK within 7 days of the date of termination.
  - b) If the Client gives notice as specified in Clause 11(a) these terms and conditions between the Client and AGENCYBODS.CO.UK shall continue to be effective following the date of termination.
  - c) If the Client terminates the contract of employment/services with the Candidate on the grounds of redundancy, the whole of AGENCYBODS.CO.UK's fees at the rate charged to the Client remains payable and any balance due from the Client to AGENCYBODS.CO.UK will become payable on the date when the 7 day notice expires.
  - d) If the Candidate or the Client terminates the contract of employment/services before the end of 3 months, from the Date of Engagement ("the period") AGENCYBODS.CO.UK will not be liable for any loss, damage, costs or claims of the Client howsoever arising-
  - e) No alternative is available if the Client does not require a replacement.
  - f) Any replacement will be conditional upon the Client informing AGENCYBODS.CO.UK as per Clause 11(a).
  - g) No replacement Candidate will be provided if the Client has not paid fees to AGENCYBODS.CO.UK within 14 days of receipt of invoice.
13. The Candidate is not under any obligation, contractual or otherwise to AGENCYBODS.CO.UK to render personal services to the Client and is not subject to the supervision, direction and control of AGENCYBODS.CO.UK as to the manner in which he or she renders services to the Client. The Candidate is to be under the direction, supervision and control of the Client from the Date of Engagement and the Client will engage the Candidate as an Employee under a contract of service and will treat the Candidate in the same way as its other Employees. Without prejudice to the above the Client agrees:

- a) to be responsible for all acts, errors, mistakes and omissions whether wilful, negligent or otherwise of the Candidate.
  - b) to comply with all obligations, duties, restrictions and regulations whether statutory or otherwise and including but without limitation those relating to place, nature or system of work from time to time in force in any way arising whether directly or indirectly from the services rendered by the Candidate.
  - c) to take out adequate insurance cover in respect of the Candidate.
  - d) to be responsible for all reasonable costs, claims and expenses of the Candidate arising whether directly or indirectly from the services rendered by the Candidate.
14. The Client will be responsible for obtaining any necessary work permits and satisfy itself about any medical requirements or other qualifications as are required by law. AGENCYBODS.CO.UK, its employees, servants and agents:
- a) accept no responsibility and shall not be liable in any circumstances for any information or representations supplied or given to the Client based on the information, details or particulars supplied to AGENCYBODS.CO.UK by the Candidate. The Client is responsible for the final decision to employ the Candidate on the basis of its own selection procedure and it is acknowledged that it is for the Client to, including but without limitation, take up references, to check the validity of qualifications, obtain work permits and satisfy medical requirements.
  - b) accept no responsibility and give no warranties as to the capabilities, suitability, history, character, age, experience or otherwise of the Candidate.
  - c) shall not be liable for any loss, damage, expenses (including legal expenses) costs, claims or delay, howsoever caused, suffered or incurred by the Client, arising from the negligence, dishonesty, conduct or actions, lack of experience or skill or otherwise of the Candidate.
15. The Client accepts all responsibility for the Candidate in respect of all statutes, bye-laws and other legal requirements including any statutory re-enactment or modification thereof from time to time in force to which the Client is ordinarily subject in respect of the Client's own Employees and servants.
16. The Client undertakes to pay the Candidate all wages, remuneration, commissions and all other expenses as agreed between the Client and the Candidate and shall be responsible for all deduction and payment of all income tax, National Insurance contributions and all other statutory contributions as appropriate. The Client agrees to indemnify and keep indemnified AGENCYBODS.CO.UK against all claims, costs and expenses arising from the breach or non-observance of this clause by the Client.
17. The Client agrees to indemnify and keep AGENCYBODS.CO.UK fully indemnified against all costs, claims, demands, expenses and liabilities arising from the breach by the Client of these terms and conditions or arising out of or relating to the Engagement of the Candidate by the Client.
18. These terms and conditions represent the entire agreement between the Parties with respect to the matters contained herein and no other promises, terms, conditions or obligations, oral or written, express or implied other than those contained herein shall apply.
19. No oral promise, variation or amendment to these terms and conditions, or commitment relating to them shall be valid unless made expressly and in writing and signed by a director of AGENCYBODS.CO.UK and by or on behalf of the Client.
20. These terms and conditions override all previous contracts whether express or implied between the Parties. AGENCYBODS LTD reserves the right to amend and update these terms and conditions at any time.
21. Any delay on the part of AGENCYBODS.CO.UK in enforcing any term, condition, right or remedy in respect of these terms and conditions shall not be deemed to be a waiver of any right or remedy whatsoever of AGENCYBODS.CO.UK.
- 22.
- a) Any notice given under these terms and conditions shall be in writing and may be served:
    - i. personally

- ii. by registered or recorded delivery mail
  - iii. by telex or facsimile transition (the latter confirmed by telex or post)
  - iv. or by any other means agreed between the Parties
- b) Each Party's address for the service of notices shall be the address of its registered office or principal place of business, as appropriate, or such other address as that Party specifies by notice in writing to the other.
- c) A notice shall be deemed to have been served:
- i. if it was served in person at the time of the service
  - ii. it was served by post, 48 hours after it was posted and
  - iii. if it was served by telex or facsimile transmission, at the time of the transmission

23.

- a) References to any Party in these terms and conditions shall where the context permits include its successors in title
- b) In these terms and conditions
- i. words expressed in any gender shall where the context so requires or permits include any gender
  - ii. words expressed in the singular shall where the context so requires or permits include the plural
- c) In these terms and conditions where any Party is more than one person:
- i. that Party's obligations shall take effect as joint and several obligations
  - ii. anything in these terms and conditions which applies to that Party shall apply to all of these persons collectively and each of them separately
  - iii. the benefits contained in these terms and conditions and in favour of that Party shall take effect as conferred in favour of all these persons collectively and each of them separately.

24. These terms and conditions shall be governed by and construed in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.



agencybods ltd

Registered office: Broom House, 69 Lightcliffe Rd, Brighouse HD6 2EX. Company no. 6774545.