



Terms and Conditions of Business - Permanent Placement

PLEASE READ CAREFULLY. THESE TERMS ARE BINDING AND ENFORCEABLE.

1. These terms of business are between Clifford Sells Limited ("Clifford Sells") and the person firm or company using the services of Clifford Sells ("the Client"). In this agreement Clifford Sells operates as an employment agency. "The Applicant" is the person introduced by Clifford Sells to the Client as the job applicant.
2. The Client acknowledges that before providing services to the Client for the first time Clifford Sells has supplied a copy of these terms of business and given an opportunity for any terms to be discussed or clarified. These Terms of Business are deemed to be accepted by the Client (whether or not acknowledged in writing) by virtue of the introduction and/or engagement of an Applicant. All services undertaken by Clifford Sells on behalf of the Client are subject to these terms and conditions unless specifically varied by written agreement between Clifford Sells and the Client.
3. An engagement takes place once the Client offers employment, whether on a temporary or permanent basis, to the Applicant and the Applicant accepts the offer.
4. If the engagement of an Applicant takes place within six months of the initial introduction or any subsequent re-introduction then such an engagement will be subject to these terms and conditions.
5. An introduction shall be deemed to have taken place upon the presentation of an Applicant's details by Clifford Sells to the Client, whether or not the Applicant was known previously to the Client.
6. Information relating to an Applicant is strictly confidential and should not be revealed to any person other than the Client or his senior employees for the purposes of assessment of the suitability of the Applicant.
7. If the Client passes on details of an Applicant to a third party that results in an appointment of that Applicant by the third party, the Client shall pay Clifford Sells a fee of 20% of the anticipated first year's remuneration of the Applicant.
8. The fee payable to Clifford Sells by the Client for any introduction resulting in an engagement is the amount equal to 20% of the first year's basic salary of the Applicant. VAT will be charged in addition to the fee if applicable. The fee shall be payable without deduction or set-off on or before the Applicant's commencement date of employment with the Client.
Specific advertising campaigns will be subject to a separate quotation and must be paid for in advance whether or not resulting in the introduction and/or engagement of an Applicant and are not included in the refund policy set out in clause 11 below.
9. Clifford Sells reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the base rate from time to time of HSBC Bank Plc from the due date until the date of actual payment. If Clifford Sells incurs any legal costs as a result of non- or late payment of invoices, the Client will become liable to pay such costs.
10. The Client must advise Clifford Sells of the total remuneration offered to the Applicant immediately an offer of employment has been made by the Client to the Applicant and must notify Clifford Sells in writing of any termination of the engagement within seven (7) days of termination. Failure to do so will invalidate any refund.
11. 11.1 If the employment of an Applicant is lawfully terminated within twelve (12) weeks of the commencement date of such employment Clifford Sells will pay a full refund of the fee to the Client. No refund will be payable by Clifford Sells if:
 - a) the Client fails to notify Clifford Sells of the total remuneration offered to the Applicant prior to the commencement date of employment.
 - b) the Client has failed to pay the invoice(s) on or before their due date(s)
 - c) the Client fails to notify Clifford Sells of the termination of employment in writing within 7 days of the termination date
 - d) the Applicant is made redundant
 - e) Clifford Sells can offer a suitable replacement within 21 days
 - f) the Applicant was previously engaged by the Client in any capacity through the services of Clifford Sells.
- 11.2 If the Client re-engages the Applicant in any capacity within six (6) months of termination then any refund previously given is invalid and must be repaid in full to Clifford Sells.



12. Clifford Sells endeavours to ensure the suitability of any Applicant introduced to the Client by making preliminary checks that the Applicant has the required experience, training, qualifications and authorisation required for the employment but does not give any guarantee or warranty that it will be able to introduce a suitable Applicant. The Client is responsible for ensuring the suitability and capability of an Applicant for employment in a particular capacity with the Client and for taking up references to verify skills, qualifications, integrity, and checking any work permits and the satisfaction of any medical requirements.
13. 13.1 Save for death or personal injury caused by their negligence or for fraudulent misrepresentation Clifford Sells and its employees shall not have any liability for any loss, expense, damage, delay, costs or compensation which may be incurred or suffered by the Client under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise.

13.2 Clifford Sells shall not be liable for any loss, expense, damage, delay, costs or compensation of an indirect or consequential nature which may be incurred or suffered by the Client under or in connection with this agreement including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
14. The Client will indemnify Clifford Sells against all actions, claims, damages losses costs and expenses which relate to or arise out of any act or omission by the Client in relation to or in connection with the employment or use of the Applicant by the Client
15. Clifford Sells shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond their reasonable control.
16. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement does not and is not intended to give any person who is not a party to it any right to enforce any of its provisions.
17. 17.1 The Client must comply with all aspects of the Data Protection Act 1998 as amended or re-enacted and all regulations made hereunder ("the 1998 Act"). In particular where the Client receives details of an Applicant, identifying that Applicant, must notify the Applicant as soon as possible of the Client's identity and of any uses the Client may make of that information. The Client will indemnify Clifford Sells against all actions, claims, damages, losses, costs and expenses which relate to or arise out of the Client's failure to comply with the provisions of the 1998 Act.

17.2 The Client consents to the disclosure of information including any personal data of the Client to an Applicant or where necessary a third party for the purposes of the introduction of an Applicant with a view to employment by the Client.
18. These Terms and Conditions are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

By signing and returning one copy of this agreement I/we confirm that I/we have read and understood the terms of business above and agree to be bound by them.

Signed
Name
Company
Dated

Clifford Sells Limited
Bedford Business Centre
61-63 St Peter's Street
Bedford MK40 2PR

t: +44 (0)1234 355522
f: +44 (0)1234 349049
e: info@cliffordsells.com
www.cliffordsells.com