

# SPIRE

Trading as part of Haselour House Media Ltd

## TERMS AND CONDITIONS OF BUSINESS FOR THE SOURCING OF CANDIDATES TO RECRUITMENT AGENCIES AND DIRECT EMPLOYERS

### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

**“Applicant” means** the person introduced by the Company to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Company’s own staff;

**“Client” means** the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

**“Company” means** Spire, trading as part of Haselour House Media Ltd, Haselour House, Haselour Lane, Harlaston. B79 9JT

**“Introduction” means** (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1. These Terms constitute the contract between the Company and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Managing Director of the Company, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. Any variation of these Terms and Conditions of Business in respect of fees and refunds must be previously agreed between a Manager of the Company and the Client and set out in writing and a copy of the varied terms given to the Client stating the date on or after which such varied terms shall apply.

### 3. NOTIFICATION AND FEES

3.1. The Client agrees:

- |   |   |
|---|---|
| a) To pay the Companies fees below plus VAT per advertisement |   |
| 1-5 vacancies   | Flat fee + VAT per 7 day advert                             |
| 6-10 vacancies  | 2% discount on total invoice amount + VAT per 7 day advert  |
| 11-20 vacancies   | 4% discount on total invoice amount + VAT per 7 day advert  |
| 21-30 vacancies   | 9% discount on total invoice amount + VAT per 7 day advert  |
| 31-40 vacancies   | 15% discount on total invoice amount + VAT per 7 day advert |
| 40+ vacancies   | 20% discount on total invoice amount + VAT per 7 day advert |

b) To pay the Company’s fee within 28 days of the date of invoice

3.2. The fee will be invoiced by the Company to the Client at the end of the calendar month

3.3. The Company reserves the right to charge interest on invoiced amounts unpaid for more than 28 days at the rate of 4% per annum above the base rate of the Bank of Scotland at the time being in force on any such invoice amounts calculated on a daily basis.

3.4. If the Client fails to pay any invoices by the due date the Company reserve the right to terminate the agreement and upon such termination all unpaid invoices which have not as yet become due for payment shall immediately become payable in full.

### 4. SUITABILITY AND REFERENCES

4.1. The Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Company before engaging such Applicant. The Client is responsible for obtaining identification, work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

4.2. The Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice

that the Applicant would be entitled to give and receive to terminate the employment with the Client.

12.1 A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not itself cause this Agreement to be terminated or entitle one party unilaterally to vary or terminate it.

## **5. LIABILITY**

5.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

## **7. LAW**

7.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

## **8. FORCE MAJEURE**

8.1 Except as otherwise provided, neither party shall be obligated to perform hereunder and neither shall be deemed to be in breach if performance is prevented by (i) fire, earthquake, flood, wind, typhoon, water, act of God, riot, civil commotion, or other matter or condition of like nature, or (ii) any law, ordinance, rule, regulation or order of any public, governmental or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

## **9. ASSIGNMENT**

9.1 The Client or Company shall not without the consent in writing of the other party assign or transfer the Contract or any part, share or interest therein. No instalment or other sum of money due payable under the Contract shall be payable to any other person than the Company.

## **10. CONFIDENTIAL INFORMATION**

10.1 The Client agrees to treat the Contract as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Companies technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or client of the Company where the information was received during the period of the Contract and upon termination of this Contract for whatever reason the Client shall deliver up to the Company all working papers, computer disks and tapes or other material and copies provided to or prepared by the Client pursuant either to this Contract or to any previous obligation owed to the Company.

## **11. PARTNERSHIP**

10.1 The provisions of this Contract shall not be deemed to constitute a partnership between the parties.

## **12. ECONOMIC AND MONETARY UNION**

## **13. THIRD PARTY RIGHTS**

13.1 No provision in this Contract is intended to or does confer upon any Third Party any benefit or right enforceable by the Third Party.

Spire

Operate an Equal Opportunities Policy