

Terms and Conditions

Governing Standard terms of Business for permanent employee recruitment services.

1. Scope of Agreement

1.1. These Terms and Conditions (the "Terms") constitute the entire agreement between C4commerce Limited and COMPANY NAME and shall govern all work between them. In the event of a conflict between these Terms and any other agreement, the former shall prevail.

2. Definitions

In these terms the following words and expressions shall have the following meanings:

"C4commerce"	A staffing and recruitment consultancy. An England and wales registered limited company no: 7619157
"Applicant"	means any person introduced by C4commerce to COMPANY NAME for Engagement
"Client"	means any person, firm or corporate body who utilises the services of C4commerce or any company within the same group of companies or affiliated business
"Interview"	any discussion between an Applicant and COMPANY NAME regarding the potential Engagement of an Applicant by COMPANY NAME whether by telephone, email or meeting
"Engage" or "Engagement"	refers to the employment of an Applicant by COMPANY NAME in any capacity whatsoever including on a permanent basis, on a fixed term contract basis or via the provision of services as an independent contractor under a contract for services
"Fees"	means the fees due to C4commerce as set out in Clause 8 below
"Expenses"	means all out of pocket expenses agreed beforehand between C4commerce and COMPANY NAME and reasonably incurred by the Company in the Engagement of an Applicant
"Actual Remuneration"	means the total remuneration paid or agreed to be paid to an Applicant in respect of the first year of the Engagement which (so far as applicable) shall include the total gross amount of the following: basic salary, provided to the Applicant by COMPANY NAME
"Introduction"	means the submission of an Applicant to COMPANY NAME by post, fax or e-mail
"Contingency Service"	means the selection and Introduction of Applicants by C4commerce to COMPANY NAME whereby Fees are paid only in the event of an Engagement
"Commencement Date"	means the date of this agreement
"Termination"	means the termination of the contract of employment between COMPANY NAME and the Applicant

3. The Contract

- 3.1. These Terms are deemed to be accepted by COMPANY NAME by virtue of its arranging an Interview with the Applicant or Engaging the Applicant without Interview following the Introduction of the Applicant to COMPANY NAME by C4commerce.
- 3.2. These Terms shall be governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts for all purposes in connection with these Terms.
- 3.3. No variation or alteration of these Terms shall be valid unless agreed in writing by a director of C4commerce.
- 3.4. These Terms are personal to COMPANY NAME and COMPANY NAME shall not be entitled to assign or transfer or purport to assign or transfer any of its rights under these Terms and further shall not be entitled to sub-contract any of its obligations under these Terms without the prior written consent of a director of the Company.
- 3.5. Both parties agree that these Terms shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999, and these Terms or any Agreement to which they are applicable can be rescinded or varied by written agreement between the parties without the consent of any such third party. For the purposes of this clause a third party means any person who is not a party to these Terms.
- 3.6. In the event that any of these Terms is determined invalid, unlawful or unenforceable to any extent, it shall be severed from the remainder of these Terms, which shall continue to be valid to the fullest extent permitted by law.
- 3.7. References in these Terms to the singular include the plural and vice versa.
- 3.8. References in these Terms to a gender shall be construed as referring to any gender.
- 3.9. The headings in these Terms are inserted for convenience only and shall not affect its construction.
- 3.10. References in these Terms to a statute include any modification, amendment or re-enactment of that statute.
- 3.11. This contract shall continue from the Commencement Date unless and until terminated in accordance with the provision below.
- 3.12. Either party may terminate this contract at any time by giving 30 days written notice to the other to expire at any time.

4. Suitability

- 4.1. C4commerce will use reasonable endeavours to ensure the suitability of the Applicant but it does not take up references nor seek independent verification of the information supplied by an Applicant. C4commerce gives no warranty either express or implied as to the suitability of the Applicant for the purposes of COMPANY NAME or as to the accuracy of any references supplied or qualifications of the Applicant.
- 4.2. All information given by C4commerce about an Applicant is given in good faith and in reliance of information given to C4commerce by the Applicant. It shall be the responsibility of COMPANY NAME to take such steps as are necessary to satisfy itself of the suitability of the Applicant and to verify the accuracy of the information supplied by or any statement made by the Applicant. COMPANY NAME is strongly advised to take up any references provided by the Applicant before Engagement.
- 4.3. COMPANY NAME shall be responsible for obtaining all work, security and other permits, verifying professional and academic qualifications, the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and satisfying any medical and other requirements or qualifications required by law for the position, which the Applicant is sought.

5. Liability

- 5.1. C4commerce shall not be liable in contract, tort or otherwise for any loss, expense or damage suffered by COMPANY NAME arising from or in any way connected with the Introduction or Engagement of an Applicant or from the failure of C4commerce to introduce an Applicant or any prospective Applicant.
- 5.2. Notwithstanding the foregoing, nothing in these terms shall operate to limit C4commerce's liability for death or personal injury, which occurs as a result of C4commerce's negligence or that of its employees or agents.

6. Confidentiality

- 6.1. COMPANY NAME undertakes to keep confidential and shall procure that its officers, employees and agents and associated and affiliated companies shall at all times keep the Introduction of the Applicant to COMPANY NAME and all personal information relating to an Applicant, which is supplied to it by C4commerce confidential. Such information is supplied for use by COMPANY NAME solely in connection with assessing the suitability of the Applicant for an Engagement and **COMPANY NAME** shall not be entitled to pass any such information to a third party, including an associated company.
- 6.2. COMPANY NAME shall indemnify C4commerce for any costs, claims, damages and expenses that C4commerce may incur as a result of COMPANY NAME failing to keep such information confidential.

7. Notification

- 7.1. COMPANY NAME shall notify C4commerce immediately on any offer of Engagement being made to an Applicant and also when this offer of Engagement has been accepted (whether verbally or in writing) and shall provide written details of the Applicant's Actual Remuneration to C4commerce.
- 7.2. The Fees shall be payable where an Engagement takes place at any time within 6 months from the date of the Introduction of the Applicant to COMPANY NAME by C4commerce. Should the Applicant be introduced to COMPANY NAME on more than one occasion, the Fees shall be payable where the Engagement takes place within 6 months of the last such Introduction.
- 7.3. COMPANY NAME shall not have the right to assign the benefit of an Introduction made by C4commerce and if COMPANY NAME directly or indirectly, intentionally or otherwise refers an Applicant to a third party which results in an Engagement of the Applicant by that third party COMPANY NAME shall be liable to pay the Fees as if the Applicant had been engaged by COMPANY NAME on the same terms as the Applicant has been engaged by the third party.
- 7.4. If an Applicant introduced by C4commerce is rejected by COMPANY NAME at any stage or an Applicant rejects an offer made by COMPANY NAME and is subsequently employed by COMPANY NAME in any capacity whatsoever within 12 months of rejection, including where an Applicant is reintroduced from another source, COMPANY NAME shall be liable to pay the Fees.
- 7.5. COMPANY NAME shall be liable to pay the Fees where an offer of Engagement has been made verbally or in writing by COMPANY NAME and which is subsequently withdrawn by COMPANY NAME after acceptance by the Applicant either verbally or in writing, or where COMPANY NAME through its own actions discourages the Applicant from accepting the Engagement after an offer of Engagement has been made.

8. Fees

- 8.1. In consideration of the recruitment services to be provided by C4commerce, where a Contingency Service is provided COMPANY NAME shall pay to C4commerce a sum equal to 22.5% of base salary only.
- 8.2. Percentage applies to first year's Actual Remuneration payable to the Applicant, to be invoiced on confirmation of start date.
- 8.3. Where the Applicant is engaged on a fixed term basis for a period of less than a year, the Fees shall be calculated on a pro rata basis.
- 8.4. COMPANY NAME shall reimburse C4commerce for all costs and charges incurred by C4commerce in advertising a vacancy and providing its services, provided that COMPANY NAME in advance in writing has agreed these costs. In such a case C4commerce shall be entitled to invoice COMPANY NAME for such costs and charges.
- 8.5. All fees described in this clause are exclusive of VAT, which COMPANY NAME shall be additionally liable to pay to C4commerce at the prevailing rate.
- 8.6. Unless otherwise agreed by C4commerce all Fees are calculated and payable in pounds sterling.
- 8.7. COMPANY NAME shall pay all Fees not later than 30 days after their invoice date.
- 8.8. All payments shall be made in full without deduction in respect of any set-off or counterclaim.
- 8.9. If payment is not received by C4commerce by the date it becomes due, C4commerce reserves the right after providing written notice to COMPANY NAME to charge interest on the overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until receipt of payment and shall from the date payment became due until the actual date of payment, without prejudice to any of its other rights. In addition COMPANY NAME shall indemnify C4commerce and reimburse it for all costs, losses, damages and expenses reasonably incurred by the Company as a result of COMPANY NAME'S delay or failure in payment and in the collection of such overdue payments.
- 8.10. If COMPANY NAME passes on details of the Applicant to a third party and the services of the Applicant are retained by a third party in any capacity, in any role, COMPANY NAME is immediately liable to C4commerce for the full Fees for the Service as set out in this clause (or any outstanding balance thereof).
- 8.11. If no initial Engagement results from the Introduction but the services of the Applicant are subsequently retained in any capacity, in any role by COMPANY NAME within 12 months of the date of the last interview between the Applicant and COMPANY NAME, COMPANY NAME shall immediately be liable to C4commerce for the full Fees for this Engagement.
- 8.12. Failure to pay any Fees due under this clause within 30 days of the date of invoice will invalidate any guarantees or rebates as outlined below in Clause 9.

9. Refund guarantee

In the event of the Applicant leaving COMPANY NAME's within 12 weeks of commencing work (other than for redundancy), C4commerce will provide a free replacement or COMPANY NAME will receive a rebate calculated as follows:

Period of employment Rebate

0-3 weeks 100%

4-6 weeks	75%
7-9 weeks	50%
10-12 weeks	25%

9.1. No rebate will be made if COMPANY NAME terminates the Applicant's contract without reasonable cause, or if the Termination is due to redundancy.

10. Termination

10.1. C4commerce may terminate the agreement without liability to COMPANY NAME by giving notice to COMPANY NAME at any time if:

- 10.1.1 It has given 7 days' written notice of termination to COMPANY NAME to expire at any time; or
- 10.1.2 COMPANY NAME makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1976) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 10.1.3 COMPANY NAME ceases, or threatens to cease, to carry on business

11. Non-solicitation

11.1. COMPANY NAME agrees that it will not nor will it attempt directly or indirectly to solicit, interfere with, procure or entice away, either alone or jointly with any other firm, company or other organisation, any employee of C4commerce, with whom it was involved in the delivery of recruitment services, to leave the employment of C4commerce (whether or not it would be a breach of contract by the employee.) for a period of 12 months after signing these terms. If such solicitation, interference, procurement or enticement results in the C4commerce employee becoming an employee of COMPANY NAME, a fee will be payable by COMPANY NAME to C4commerce of £4.000

12. Liability

- 12.1. C4commerce shall not be liable in contract, tort or otherwise for any loss, expense or damage suffered by COMPANY NAME arising from or in any way connected with the Introduction or Engagement of an Applicant or from the failure of C4commerce to introduce an Applicant or any prospective Applicant.
- 12.2. Notwithstanding the foregoing, nothing in these terms shall operate to limit C4commerce's liability for death or personal injury, which occurs as a result of C4commerce's negligence or that of its employees or agents.

13. General

13.1. Failure by either party to exercise or enforce any right conferred by these terms shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any other occasion.