



# TERMS OF BUSINESS

PARKHOUSE BELL LTD

## 1. Interpretation

'CLIENT' means the person for whom the Company has agreed to provide the Services in accordance with these Conditions

'COMPANY' means Parkhouse Bell Limited, (company number 5880044), trading address 20 Little Britain, London, EC1A 7DH

'CONDITIONS' means the terms and conditions set out herein

'CONTRACT' means the contract for the provision of the Services

'SERVICES' means the services to be supplied by the Company to the Client as detailed in writing in any assignment specification and subject to these terms and conditions

## 2 Supply of the Services

2.1 The Company shall provide the Services to the Client subject to these Conditions. Any alterations or additions to these Conditions must be agreed in writing by a director of the Company and the Client.

2.2 The Company shall sell, and the Client shall purchase the Services in accordance with any written quotation of the Company which is accepted by the Client, or any written order or commission of the Client which is accepted by the Company, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions.

2.3 The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Client.

2.4 An order or assignment will be deemed to have been accepted by the Company at the earlier commencement of the work or when that order or assignment has been accepted in writing (including email) by the Company.

2.5 The Client shall provide the Company with such information as the Company may request for the purpose of the Services which the Company is required by law to hold for that purpose. The Client shall ensure that this information is kept up to date.

### 3 Charges

3.1 Subject to any special terms agreed in writing, the Client shall pay the Company's charges for the provision of the Services as set out in the Contract.

3.2 The Company reserves the right to invoice for work done or for any loss, cost and expenses suffered (including loss of profits) by the Company in preparing for the assignment and reserving time and resources for completion of the assignment in the event that an assignment is:

- cancelled or suspended prior to the commencement of work
- placed on hold for a period of 5 working days or more

3.3 If the client terminates or suspends the Services once an assignment has commenced or an invoice submitted the Company is entitled to payment of the fee in full as set out in the Contract as if the Contract had been concluded in the normal course of events.

3.4. Once submitted and confirmed in writing by the Company, there shall be no variation of the assignment specification unless agreed in writing by the Company, in which event the Company shall be entitled to charge such additional fees as are appropriate to cover any additional costs that are involved as a result of the variation.

3.5 The Company's charges, and any additional sums payable, shall be paid by the Client (together with any applicable Value Added Tax and without any set off or other deduction) within 30 days of the date of the invoice. If payment is not made on the due date, the Company shall be entitled, without limiting any other right it may have, to charge interest on the outstanding amount (both before and after judgment) at the rate of 8% per annum above the base rate of Barclays Bank Plc from the due date until the outstanding amount is paid in full calculated on a daily basis.

3.6 All charges quoted to the Client are exclusive of Value Added Tax, for which the Client shall be additionally liable at the applicable rate.

3.7 For all Services provided by the Company: Fees will be agreed prior to the start of an assignment and detailed in the assignment proposal & specification subject to an agreed scope. These fees and scope shall be deemed to have been accepted by the Client as binding upon it unless expressly raised otherwise in writing by the Client prior to commencement of the delivery of Services under that assignment. All fees are subject to Value Added Tax (VAT) or equivalent sales taxes at the prevailing rate. Where fees are fixed or payable in instalments, these will be detailed in the assignment proposal & specification. Fees are not contingent on the delivery of Services unless expressly stated in the either a proposal or subsequent assignment specification. For multiple hires and future-focussed pipelining the Company will generate a list of candidates in accordance with the assignment specification. The Client will manage, cultivate and activate this pipeline as required, unless the Company has been commissioned for an agreed fee to undertake this activity. For talent mapping, pipelining and multiple hire assignments, should a client cancel a project following commencement and prior to completion, the full fee will be payable. Search assignments guarantee continuation of the search until a successful job offer is secured. The fee is payable in three equal stages:

Stage 1 • on commission of the Search

Stage 2 • on presentation of the first CV and

Stage 3 • on formal offer of employment, agreement that the market has been completely searched or cancellation of the Search.

If the Client terminates or suspends an assignment before the Company has submitted any candidate details, the Company is entitled to retain the first part of its fee as detailed in the assignment specification.

If the Client terminates or suspends an assignment after the Company has started to submit candidates' details, the Company shall be entitled to invoice its full fee for the assignment.

If the Client materially changes the role specification, such that it renders an identified talent population irrelevant, the Company will confirm an additional fee with the Client to reflect the further work required to deliver the project.

If the Client and the Company both agree that the market has been completely searched without a successful placement being made, the company shall be entitled to invoice its full fee for the assignment.

The Client undertakes to notify the Company as soon as a formal letter of offer of employment has been made, whether or not an appointment is actually made.

In the event that a candidate is rejected by the Client and is subsequently engaged by the Client (within a period of 12 months from the last interview date), the Client shall pay the full fee for the assignment within 14 days of such engagement.

In the event of a successfully placed candidate leaving the Client's employ within three months of joining, the Company will re-start the search for a new candidate provided that all preceding invoices relating to assignment have been paid by their due date and that the role specification remains as described in the original assignment brief relating to that assignment.

In the event of an assignment being put on hold by the Client, we will restart the search again up to three months afterwards without further payment provided that all preceding invoices for that Search have been paid by their due date and that the role specification remains as described in the original assignment brief.

## **4 Liability**

4.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with any specification.

4.2 The Company accepts all information received from a candidate or another third party in good faith and shall bear no liability to the Client if such information is incorrect or misleading.

4.3 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty common law, or under any express term of the Contract for any loss or profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Services.

4.4 The Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000.

4.5 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Time for performance of the Contract shall not be of the essence.

4.6 The Company will accept no liability whatsoever for any loss, damage or expense suffered or incurred by the Client, its staff or property arising from any introduction of a candidate to the Client or any engagement of a candidate by the Client.

4.7 The Company reserves the right to refuse, reject or restrict assignments when they conflict or potentially conflict with any obligations of the Company to other clients.

## **5 Confidentiality and Intellectual Property**

5.1 In this clause "Confidential Information" means information of any kind and in any form whether or not recorded which is of a private confidential or proprietary nature.

5.2 The Company undertakes that it will use Confidential Information of the Client provided to it for the purpose of the Contract only for those purposes and not otherwise and will not disclose any such Confidential Information otherwise than for those purposes to any third parties including, and in particular, any reports generated by the Company which are for the Client's sole use.

5.3 The Client undertakes that it will not use any Confidential Information of the Company except for the express purpose for which it is provided (and the content of reports and information provided by the Company to the Client in the course of the Services shall be deemed to be

Confidential Information of the Company for this clause 5) and will not disclose any of the same except to the extent necessary for such purposes.

5.4 Subject to payment of all charges payable by it under the Contract, the Client may use materials and information generated and supplied to it by the Company in the course of the Services for the specific purpose for which they are supplied but not for any other purpose; in the case of rights which are not owned by the Company, such non-exclusive licence is subject to the rights of third parties having an interest in the same.

5.5 Subject to the preceding clause, all copyright, database right and other intellectual property rights in all materials and information supplied by the Company or otherwise generated by it in the course of or in connection with the Services or its appointment under the Contract shall be and remain the sole property of the Company.

5.6 Each of the parties will respect the rights of applicants and candidates in Confidential Information relating to them.

## **6 Indemnity**

6.1 The Client shall agree to protect, indemnify, defend and hold the Company harmless from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgements, liabilities and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from, the Clients' negligence, misrepresentation, breach of Confidential Information (as defined by Clause 5) or obligation to be performed under these Conditions.

## **7 Change in Circumstances**

7.1 The Client undertakes to immediately notify the Company of any change in the trading position or prospects of the Client or the ultimate employer (if the Client is not the employer) or any change in the market relating to an assignment which may materially affect the Company's ability to complete the assignment. Following any such change, the Company shall be entitled to either terminate the Contract or charge an additional fee for any additional work involved.

## **8 Termination**

8.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any material breach of these Terms and (if capable of remedy) fails to remedy the breach within 7 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## **9 Non-Solicitation**

9.1 During the term of the Contract and for a period of 12 months thereafter, the Client whether on their own account or in partnership or association with any person, firm, company or organisation or otherwise, (being a "Connected Party") must not directly or indirectly solicit any employee of the Company ("Employee") whom the Client has dealt with and was involved in the performance or receipt of the Services.

## **10 Liquidated Damages**

10.1 If the Client (or any Connected Party) employs an Employee of the Company the Client shall pay the Company on demand 35% of the Employees' annual salary as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of the Company's loss as it represents the standard recruitment fee that applies to all the Company's employment contracts plus 10% which would relate to the loss in profits that the Company would undoubtedly sustain from the Employee leaving the employment of the Company.

## **11 General**

11.1 These Conditions together with the terms (if any set out in writing in any Contract specification) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, excluded to the fullest extent permitted by law.

11.2 English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English Courts.

11.3 A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.