

TERMS AND CONDITIONS

1. DEFINITIONS

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

- “Applicant” means the person introduced by the Agency 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 Agency’s own staff.
- “Client” means the person, firm or corporate body together with any subsidiary or associated Company defined by the Companies Act 1985 to which the Applicant is introduced.
- “Agency” mean Par Excellence, Par Excellence Services, Residence le Doron, Rue de Bellegarde, 73350, Bozel, France
- “Engagement” means the engagement, employment or use of the Applicant by the client or any third party on a permanent or short Term basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement or arrangement, or any other engagement, directly or through a limited company of which the Applicant is an officer or employee.
- “Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the client’s instruction to the Agency to search for an Applicant: or (ii) the passing to the Client of a curriculum vitae or information, verbally or in writing, which identifies the Applicant: and which leads to Engagement of that Applicant.
- “Remuneration” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all the other payments and taxable (and, where applicable, non taxable) emoluments payable to or receivable by the Applicant for services rendered to on behalf of the client.
- “Probationary Period” means period of 30 days.

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 and do not affect their interpretation.

1.4. The Agency will operate as an Employment Agency in relation to the Client. The Agency will have no authority to enter into a contract with an Applicant on behalf of the Client.

2. THE CONTRACT

- 2.1 These terms constitute the contract between the Agency 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 duly authorised officer of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the client.
- 2.3. No Variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the agency and the Client and are 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 sign the Placement Agreement
- b) To notify the Agency immediately of any offer of an Engagement which it makes to the applicant
- c) To notify the Agency immediately that its offer on an Engagement of the Applicant has been accepted and to provide details of the Remuneration to the Agency.
- d) To pay the Agency’s fee within 14 days of the date of invoice.

- 3.2. The Client will be invoiced for the full Placement Fee on commencement of the Engagement of an Applicant.
- 3.3. The Agency is entitled to charge interest on invoiced amounts unpaid after the due date for payment at the rate of 4% per annum above the base rate from time to time of BARCLAYS from the due date until the date of payment (both before as well as after an judgement).
- 3.4. The fee payable to the Agency by the Client for an introduction resulting in an Engagement is clearly outlined on the placement agreement. UK VAT will be charged on the fee if applicable.

4. REPLACEMENTS

- 4.1. The Agency at its discretion will offer free replacement staff in the unlikely event that the original placement doesn't complete Probationary Period.

5. CANCELLATIONS

- 5.1. The Agency reserves the right to charge a cancellation fee for any assignments cancelled by the Client with less than one weeks' notice.

6. CLIENT OBLIGATIONS TO THE APPLICANT

- 6.1. The Client agrees to pay the rate of the Applicant as agreed at the commencement of the assignment.
- 6.2. The Client is responsible for all relevant NI contributions and any other tax obligations as appropriate.
- 6.3. For the duration of the Short Term Assignment the Client is deemed to be the employer of the Applicant and therefore will be responsible for all normal employment obligations.

7. CONFIDENTIALITY AND DISCRIMINATION

- 7.1. Introductions of Applicants are confidential. It is the Agency's policy not to discriminate against its Applicants or Clients on the basis of their gender, sexual orientation, marital status, civil Company status, any gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age, pregnancy or trade union membership or the fact that they are a part-time worker or a fixed-term employee.

8. SUITABILITY AND REFERENCES

- 8.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity: that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law by any professional body: and that the Applicant is willing to work in the position which the Client seeks to fill.
- 8.2. The Agency will take up references to satisfy the suitability of the Applicant and give copies to the Client.
- 8.3. The Client is responsible for obtaining 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 the 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.
- 8.4. If upon commencement of the assignment, the applicant is found to be unsuitable, it is the responsibility of the Client to notify the Applicant of the termination of Employment in accordance with the relevant notice period. The Client remains responsible for paying the Applicant for all the hours/days worked in addition to the notice period payments, as detailed in the contract at the start of Employment.

9. DETAILS OF THE CLIENT

- 9.1. Prior to the Agency providing any details of an Applicant to the Client, the Agency will take all reasonable steps to comply with the Conduct of Employment Agencies and Employment Business Regulations 2003 and to obtain as much relevant information in regards to the Client and the position as is reasonably possible.
- 9.2. The Client authorises the Agency to advertise the availability of the position or positions which the Client engages the Agency to seek to fill.

10. LIABILITY

10.1 The Agency 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 Agency seeking an Applicant by the Client or from the failure of the Agency to introduce an Applicant. For the avoidance of doubt the Agency does not exclude liability for death or personal injury arising from its own negligence.

11. LAW

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

11.2 These Terms and Conditions are valid from 19th August, 2011 and supersede all other previous terms of business.