



Specialists in Operational, Sales and
Marketing recruitment for the Thames Valley

THE SMALL PRINT **Bespoke Recruitment Services Terms and Conditions:**

1.0 Obligations of the Company

1.1.1 The Company will use its reasonable endeavours to provide to the client the required selection of services booked, of such nature as the client shall notify to the Company when placing its order for Bespoke Recruitment Services.

2.0 Obligations of the Client

2.1 The Client shall be responsible for obtaining such work and other permits and satisfying any medical requirements or qualifications as may be required by law in relation to the engagement of an applicant, including suitable references (unless this is agreed as part of a booked session to be completed by The Company).

2.2 The Client undertakes not to employ or seek to employ members of staff of the company but if any member of such staff accepts an Engagement by the client within 3 months of such member leaving the employment of the company, then the Client shall be liable to pay the Company's scale recruitment fee as if such member had been introduced by the company.

2.3 The client undertakes that in an event of the Client introducing (directly or indirectly) an Applicant to another person, firm, company or organisation, including and subsidiary, associated or holding company of the Client, resulting in an engagement by that person, firm, company or organisation (which the Client shall immediately notify to the company) the client shall pay to the company an introduction fee in accordance with condition 3 herein, unless the engagement occurs more than 6 months after the introduction of the Applicant to the Client by the Company.

3.0 Fees

3.1 The Bespoke Recruitment Service Session fees shall become due immediately a confirmation of services is agreed by The Client. The fee shall be a flat fee of £500.00 per half day session. A Half day Session constitutes 3.75 hours of services provided, either in one continuous session or by agreement of a staggered workings to accommodate candidate responses from advertisements for example. The total fee should be no less than £500.00, and all fees are subject to VAT.

3.2 The company reserves the right to charge interest on invoiced fees overdue by more than seven days at the rate of 2.5% of invoice value for each period of 30 days thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgement.

3.3 Our guarantees are based on our recommendation of number of sessions required to successfully complete the activities agreed per role to be recruited for. Should the recommended sessions not be booked, then our guarantees are not valid for the role(s) that the booking refers to.

4.0 Termination

4.1 In the event of a client lawfully terminating an Engagement of services either in full or part, once written confirmation is received by The Company, The Client is liable for payment in full of all booked sessions.

5.0 Liability and indemnity

5.1 The Company shall not be liable to the Client for any loss, injury or damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury damage, expense or delay arising from or in any way connected with;

a) Failure of the Applicant to meet the requirements of the client for all or any of the purposes for which he is required by the Client.

b) Any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

c) Any loss, injury, damage, expense or delay incurred or suffered by an Applicant;

Provided that nothing in this condition 5 shall be construed as purporting to exclude or restrict liability of the company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability, any exclusion or limitation of which is prohibited by law.

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5.2 In consideration of the Company entering into an agreement with the Client in which these conditions are incorporated, the client hereby undertakes to indemnify the company in respect of any and all liability of the company for:-

- a) any loss, damage, expense or delay suffered or incurred by an applicant, howsoever caused; and
- b) any loss, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

Provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

5.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the company set out herein are reasonable and reflected in the services fee payable to the company hereunder and shall accept risk and/or insure accordingly.

6.0 Notices

6.1 In these conditions any notices required to be served on the Company or on the Client shall be deemed to be served:

- a) if sent by post, on the second business day following the date of posting; or
- b) if sent by telex or facsimile, on the day of transmission if it is a business day or, if it is not, on the next business day.

7.0 Definitions

7.1 In these conditions the following expressions shall be given the following meanings:

- a) The Company – Ocean Corporation Specialist Recruitment limited t/a Ocean Consulting.
- b) The Client – any person, firm, company or organisation who approaches the Company with a view to engaging in full/part the Bespoke Recruitment Services.
- c) An Applicant – a person introduced by the company to the Client for the purposes of a client engagement
- d) Engagement – the employment or other use, whether under a contract for service or contract services or otherwise, of an Applicant.
- e) Month – means a calendar month.
- f) Week – means seven consecutive days.

7.2 In these conditions words importing the singular shall include the plural and vice versa. The paragraph headings in these conditions shall be for convenience only and shall not affect the interpretation of these conditions.

7.3 All and any business undertaken by the Company is transacted subject to these conditions all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these conditions and any other terms and conditions, these conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company. No variation in these Conditions can be made without the written consent of a Director of the Company.

7.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose or of the remaining provisions. Any such provision shall be deemed to be served for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

7.5 The written agreement of acceptance of services shall be deemed acceptance of and agreement to these Conditions on the part of the Client.

8.0 Data Protection

8.1 The Client agrees to process any personal data supplied by the company about workers only in connection with an Assignment or potential Assignment and to comply with the provisions of the Data Protection Act 1998 in relation to the processing of such data. The Company may collect, hold & process personal information about the client for the purpose of carrying out its business of supplying Workers to the Client. The company may disclose such personal information to its financiers or third party agencies for the purpose of obtaining a credit check on the Client. The Client hereby consents, and shall obtain all necessary consents, to the company processing & disclosing such information for the purposes outlined within.

No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Ocean Consulting and the Client and are set out in writing and a copy of the varied terms is given to the client stating the date on or after which such varied terms shall apply.

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