

Williams Manufacturing Limited

Permanent Recruitment Service Terms and Conditions

The following are the Permanent Terms and Conditions of Business ('Agreement') of Williams Manufacturing Limited. These terms and conditions replace all terms and conditions and documentation previously published. In the absence of a signed Agreement in place between the parties, the introduction of an Applicant by the Agency to the Client shall be deemed to be acceptance of this Agreement by the Client.

1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

Agency

means Williams Manufacturing Limited of 17-18 Berkeley Square, Clifton, Bristol BS8 1HB (Company Number 14723383), acting as an Employment Agency in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Agreement

means these Permanent Recruitment Service Terms and Conditions

Applicant

means the person introduced by the Agency to the Client for an Engagement under the terms of this Agreement

Business Day

means any day other than a Saturday, Sunday, bank or public holiday in England and Wales

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

Confidential Information

means (without limitation) all information in any form relating to the private affairs, business, software, processes, inventions, commercial relationships or financial matters of the Agency or the Client whether marked as confidential or not

Data Protection Legislation

means the Data Protection Act 2018 including the General Data Protection Regulation ('GDPR', Regulation (EU) 2016/679), all guidelines, codes of practice, directions and decisions of the Information Commissioner from time to time in respect thereof, and all other applicable legislation or regulations amending or replacing the same and legislation in force which implements any directives on data protection or equivalent legislation in any European Union Member State

Disclosing Party

means the party to this Agreement disclosing Confidential Information

Engagement

means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee

Force Majeure

means any act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion (but excluding strikes and any failure of power or other utilities)

Good Industry Practice

means, in relation to any undertaking and any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying standards required to discharge an obligation of reasonable care and skill, and which are equivalent to the standards currently applied in the relevant industry

Intellectual Property Rights

means all patents, topography rights, design rights, trademarks, copyrights, rights in databases and computer data, generic rights and all other intellectual property rights of a similar nature in any part of the world and all applications and rights to apply for the protection of any of the foregoing

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 which identifies the Applicant and which leads to an Engagement of that Applicant

Receiving Party

means the party to this Agreement to whom Confidential Information is disclosed

Remuneration

includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

Where the Client provides a company car a notional amount of £2,000 will be added to the salary in order to calculate the Agency's fees

Services

means the recruitment services to be supplied by the Agency

- 1.2 References to Clauses, Schedules, sub-clauses and Appendices are to clauses, schedules, sub-clauses or appendices to this Agreement unless the context requires otherwise.
- 1.3 Reference to the singular include the plural and vice versa and reference to a gender includes the other genders unless the context otherwise requires.
- 1.4 Reference to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

1.5 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2 Quality Statement

The Agency support fully and endeavour at all times to comply with current employment and employment agency legislation.

3 Agreement

3.1 This Agreement constitutes the contract between the Agency and the Client and is 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 a third party following an Introduction.

3.2 The terms contained herein consist of the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, this Agreement shall prevail over any other terms of business, agreements or purchase conditions put forward by the Client.

3.3 No variation or alteration to this Agreement 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 is given to the Client stating the date on or after which such varied terms shall apply.

4 Duration and Termination

4.1 This Agreement will commence on and shall continue for an initial period of one (1) year and thereafter until terminated by either party giving the other not less than one (1) month's notice to the other.

4.2 Either party may terminate this Agreement with immediate effect at any time if:

- (a) within thirty (30) days of notice specifying a material breach of this Agreement by the other party and (if such breach is capable of remedy) such breach has not been remedied;
- (b) an event of Force Majeure continues for a period of thirty (30) days; or
- (c) the other party has a receiver or administrator appointed, enters into any liquidation (other than for the purpose to pay its debts in accordance with Section 123 of the Insolvency Act 1986 or any provision which replaces it) or ceases to carry on business in the normal course.

4.3 Termination of this Agreement shall not affect any rights or liabilities of either party which have accrued prior to the date of termination, nor any obligation which is expressed or intended to continue after the date of termination.

5 Introduction

5.1 Following an Introduction which results in an Engagement with the Client or any third party within six (6) months, the Client is liable to payment of the Agency's fee as set out in clause 9.4 with no entitlement to any refund.

5.2 In the event that an employee of the Agency with whom the Client has had personal dealings accepts the Engagement with the Client within three (3) months of leaving the Agency's

employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 9.4.

6 Data Protection Legislation

In accordance with the Data Protection Legislation, the details of Applicants are confidential and are supplied to the Client only with the Applicant's consent. Acceptance by the Client of an Applicant's details implies a duty of care as to the storage, dispersal and disposal of such confidential data. The Client may not take up references without the express consent of the Applicant. Both Parties will ensure they fully comply with the terms of all Data Protection legislation.

7 Confidentiality

7.1 Both parties undertake to keep confidential and not to use or disclose to any third party any Confidential Information for any purpose other than for the performance of this Agreement.

7.2 The above confidentiality obligations shall not apply to Confidential Information which:-

- (a) has become public knowledge other than through a breach of this Agreement;
- (b) the Receiving Party can show by its written records was already in its lawful possession prior to its disclosure by the Disclosing Party or another person under an obligation of confidence; or
- (c) subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it.

8 Notification

The Client undertakes to:-

- (a) notify the Agency immediately of any offer of Engagement which it makes to the Applicant who has been introduced by the Agency during the preceding twelve (12) months;
- (b) notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- (c) pay the Agency's fee within fourteen (14) days of receipt of invoice.

9 Placement Fees and Payment Terms

9.1 The fee payable by the Client to the Agency is for the introduction of an Applicant. The Client shall be presented with an invoice by the Agency when the Applicant commences work whether now or at any date within six (6) months of the date of Introduction. The fee will be calculated as a percentage of the Applicant's Remuneration for the first year.

9.2 The Client shall pay the Agency's invoice in full without any deduction, set-off or counterclaim within fourteen (14) days after the date of receipt of each invoice.

9.3 The Agency reserves the right to charge interest on invoiced amounts unpaid, from the due date for payment until the date of payment at the rate of 4% per annum above the base rate from time to time of the National Westminster Bank plc.

9.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to a percentage of the Remuneration applicable for the first twelve (12) months of the Engagement, and for the purposes of this Agreement shall be 18%.

VAT will be charged where applicable at the prevailing UK rate.

10 Rebate of Fees

- 10.1 In order to qualify for the following rebate the Client must pay the Agency's fee in accordance with Clause 9.2 and must notify the Agency in writing of the termination of the Engagement within seven (7) days of its termination.
- 10.2 If the Engagement terminates before the expiry of twelve (12) weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the Scale of Rebate set out below for each complete week of the initial twelve (12) week period not worked by the Applicant:-

Weeks 0 – 4	75%
Weeks 5– 8	50%

There will be no refund where the Applicant leaves during or after week nine (9) of the Engagement.

- 10.3 Upon receipt of notification of termination of employment, the agency shall have a period of one calendar month to procure a replacement candidate suitable to the client's specifications. In the event that such a replacement cannot be procured, the client shall be entitled to a refund in accordance with the schedule outlined in clause 10.2, subject to the fulfilment of clauses 9.2 and 10.1 by the client.

11 Suitability and References

- 11.1 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 or by any professional body, and that the Applicant is willing to work in the position which the Client seeks to fill.
- 11.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 11.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third Business Day following, save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five (5) Business Days and such information has already been given to the Client.
- 11.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 11.4 The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 11.5 Notwithstanding clauses 11.1, 11.2, 11.3 and 11.4 above, 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 Agency before engaging such Applicant. 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 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.

- 11.6 To enable the Agency to comply with its obligations under clauses 11.1, 11.2, 11.3 and 11.4 above the Client undertakes to provide to the Agency 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 and safety known to the Client and what steps it 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 Special Situations

Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill, or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care and attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above, it shall inform the Client of the steps it has taken to obtain this information in any event.

13 Warranties

The Agency warrants, represents and undertakes that:-

- (a) it will provide the Services promptly and with all due skill, care and diligence, in a good and workmanlike manner and otherwise in line with Good Industry Practice;
- (b) it will comply with all applicable laws, regulations and rules which relate to its obligations under this Agreement;
- (c) the Services will not in any manner or way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and
- (d) to the best of its knowledge and belief, any Applicant introduced by the Agency has not been previously introduced to the Client.

14 Indemnity and Liability

- 14.1 Both parties will indemnify, defend and hold harmless the other from any and all claims, actions, liabilities, damages, costs and expenses, including legal costs and disbursements on a standard basis, arising out of any third party claims of infringement of any patents,

copyrights, licences, trade secrets, trade marks, service marks or any other proprietary right provided that the indemnifying party is notified as soon as possible of any claim.

14.2 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 for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising out of its proven negligence.

15 Force Majeure

If either party is prevented or delayed in the performance of any of its obligations under this Agreement by an event of Force Majeure, that party shall immediately serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by Force Majeure during the continuation of the events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

16 Notices

16.1 Any notice or other communication to be given under this Agreement shall be in writing, signed by or on behalf of the party giving it and addressed to the Parties at the address shown on this Agreement or otherwise subsequently notified in accordance with this clause. Notices may be delivered personally, sent by pre-paid first class post, by facsimile or by e-mail and shall be deemed to have been served when delivered (if delivered personally) on the second Business Day after the date of posting (if sent by first class post) and upon transmission (if sent by facsimile and a satisfactory transmission report is obtained) or upon transmission (if sent by e-mail), provided that where in the case of delivery in person, by facsimile or by e-mail such delivery or transmission occurs after 6pm on any day, service shall be deemed to occur at 9.30am on the next Business Day.

16.2 The addresses of the parties for the purpose of delivery are: -

Williams Manufacturing Limited 17-18 Berkeley Square Clifton Bristol BS8 1HP e-mail: mark@williamsmanufacturing.co.uk	CLIENT NAME CLIENT COMPANY NUMBER CLIENT REGISTERED OFFICE ADDRESS e-mail: CLIENT E-MAIL
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17 Law

This Agreement will be construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

On behalf of **CLIENT NAME** I, as an authorised representative of the Client, acknowledge receipt and acceptance of the Agency’s Recruitment Service Terms and Conditions.

Signed:

Date:

Print Name:

Position:

Williams Manufacturing Limited

Signed:

Date:

Print Name:

Position: