

Flexteam UK LIMITED TERMS & CONDITIONS OF BUSINESS FOR PLACEMENT SERVICES

1. These terms and conditions ("Terms") apply to permanent placement business undertaken with Flexteam UK Limited registered number 04990517 at the registered address of Dalton House, 60 Windsor Avenue, London, SW19 2RR (including any subsidiary or holding company) (hereinafter referred to as the "Company") with the Client who will be bound by these Terms. In the event of conflict with any other terms and conditions these Terms shall prevail and any change or variation will be valid only if confirmed in writing by the Company. In accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003 the Company acts in the capacity of an Employment Agency in the provision of permanent staff.
2. The services (the "Placement Services") shall mean the introduction of candidates by the Company to the Client in accordance with these Terms.
3. A candidate ("Candidate") shall mean any person introduced to the Client by the Company to be considered for employment and/or engagement by the Client.
4. An introduction ("Introduction") shall mean without limitation the provision of any details whether written or oral of a Candidate by the Company to the Client for possible employment and/or engagement.
5. A placement ("Placement") shall mean the employment and/or engagement of a Candidate by the Client and/or a third party in accordance with Clause 11 whether on a temporary, permanent or self-employed basis following an Introduction by the Company.
6. The client ("Client") shall mean the party who has signed these Terms including any subsidiary or holding company of the client and any third party to whom the client has provided Candidate details which had been provided by the Company to the Client.
7. The Company's charges and fees (the "Introduction Fee") payable for the Placement of a Candidate by the Client shall be calculated on the basis of table 1 below of the Candidate's gross annual salary and taxable emoluments, subject to a minimum fee of £1,000 (one thousand pounds).
8. If a Candidate introduced by the Company to the Client shall within twelve (12) calendar months of such an Introduction be employed and/or engaged by the Client, the Client hereby agrees to pay the Introduction Fee to the Company in accordance with the provisions contained within Clauses 7 and 15 respectively.
9. The Client shall inform the Company of the Placement commencement date no later than seven (07) days prior to such date.
10. To assist the Company in finding and providing a suitable Candidate, the Client shall give all relevant information about the position and its requirements for a suitable Candidate prior to an Introduction being made.
11. The Company shall endeavour to determine the suitability of each Candidate introduced by the Company to the Client for the Placement in question but the Client will be fully responsible for satisfying itself as to the suitability, quality and capability of any Candidate making the offer of a Placement to a Candidate. Prior to the Placement of any Candidate, the Client shall be responsible without limitation for the verification of any references provided by the Candidate, obtaining work permits or any other applicable permits and arranging medical examinations and investigations where appropriate.
12. Termination of a Candidate's Placement either by the Candidate and/or the Client within twelve (12) weeks from the commencement of such Placement for any lawful reason save redundancy or death shall entitle the Client to a rebate in accordance with the Satisfaction Guarantee as Table 2 provided that:
 - 12.1 the Company has received payment of the relevant invoice as detailed under Clause 15 of these Terms; and
 - 12.2 the Company is notified in writing within seven (7) days as from the date of termination of the Candidate's Placement.
13. In the event that the Company has paid a rebate to the Client as Clause 12 of these Terms and that the Candidate is subsequently re-employed and/or re-engaged by the Client in any capacity within twelve (12) months from the effective date of termination of a Placement the Client shall pay the Company an Introduction Fee and shall not be entitled to a rebate in accordance with the Satisfaction Guarantee as Table 2.
14. The Company shall in no way be liable for any losses, costs, damages and/or expenses arising directly or indirectly from the Company's failure or delay in providing a Candidate or from any act or omission whatsoever of a Candidate.
15. All Introduction Fees are payable in full within seven (7) days from the date of invoice. In the event of late payment by the Client of any valid invoice, or any valid part of any invoice otherwise in dispute, the Company shall be entitled to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on a daily basis at an amount equal to the prevailing statutory interest and base lending rates to any amounts outstanding from seven days following the date of invoice. All Introduction Fees are expressed in pounds sterling and are exclusive of VAT.
16. Save for death or personal injury the Company's entire liability under these Terms shall not exceed the annual value of the fees received by the Company from the Client arising from the Company's provision of the Placement Services pursuant to these Terms.
17. The Company shall not be liable for any incidental, indirect, special, punitive or consequential loss or damage, including but not limited to any loss of business, revenue, profits, loss of or use of data, loss of savings or anticipated savings, loss of investment, loss of goodwill, loss of extra administrative cost whether or not foreseeable or cost of capital arising out of or in connection with the provision of the Placement Services and/or these Terms.
18. Save as stated in the Terms, the Company shall not be liable to the Client, its directors, servants or agents for any costs, claims, losses, liabilities, damages and/or expenses whether arising in tort or under statute, common law or otherwise howsoever arising out of or in connection with the provision of the Placement Services and/or these Terms
19. Any exclusion or limitation clause or right of indemnity in the Terms shall inure not only to the benefit of the Company but also of its directors, servants and agents.
20. If either party is prevented from fulfilling their contractual obligations under these Terms by any event, matter or cause beyond its reasonable control ("Force Majeure") arising from but not limited to war, damage by fire, civil commotion, exceptionally inclement weather, strike or lockout (whether official or unofficial) or availability of labour, then the party so delaying shall promptly notify the other in writing of the reasons for the delay, and where such delay continues for more than thirty (30) days, either party may serve written notice of termination forthwith. In the event of termination, the Client shall pay the Company all outstanding monies due under these Terms.
21. Either party has the right to terminate these Terms forthwith arising in the event of the other:
 - 21.1 having any order made, petition presented or resolution passed for its winding up;
 - 21.2 convening a meeting or entering into any voluntary arrangement or having any administration order made (as defined in the Insolvency Act 1986);
 - 21.3 either appointing or on the appointment of any receiver, administrative receiver, administrator or any similar officer;

