

PLEASE NOTE:

Please read these terms of agreement carefully as they are binding upon you. It is Hesketh Wood Limited's policy to strictly enforce it's terms of agreement in the event of a dispute.

THE TERMS OF AGREEMENT ARE FOR THE PLACEMENT OF CANDIDATES

This agreement (hereinafter to be called "the agreement" is made:

BETWEEN: Hesketh Wood Limited (hereinafter to be referred to as "Whitehouse Search Partners")
AND: "The Client" (hereinafter to be called "The Client")

These terms are deemed to be legally binding upon either both parties by signing the below terms or upon the client accepting a candidate as being represented by the agency.

1. Whitehouse Search Partners is an employment agency in the business of introducing candidates within professional industries providing appointments within them.
2. The client is responsible for checking a Candidate's references relating to his/her qualifications, skills, character and experience and to see that the legal and medical requirements relating to a candidate have been met and for obtaining a work permit when necessary. Whitehouse Search Partners provides an introductory service only, they do not make any formal checks on candidates and neither do they provide any assurances as to the candidate's suitability both technically or otherwise.
3. The said terms of agreement will constitute the only contract between Whitehouse Search Partners and the Client.
4. The said terms of agreement can be varied only by written agreement between Whitehouse Search Partners and the Client and is authorised by a Whitehouse Search Partners Director.
5. An introduction of a candidate shall be deemed to have taken place when Whitehouse Search Partners provides to the Client any information that identifies a candidate. The agreement comes into effect upon an introduction taking place.
6. If an appointment of a candidate is made by the Client within 12 months of an introduction Whitehouse Search Partners' fees as set out in Clause 11 below become payable.
7. An appointment takes place whether a Candidate is engaged on a temporary basis or employed on a permanent basis.
8. An introduction is strictly confidential. If the Client passes on details of a Candidate to a 3rd party which results in the appointment of a candidate by the 3rd party, the client shall pay Whitehouse Search Partners a fee of 50% of the anticipated first year's remuneration of the candidate. A third party includes, but is not limited to any associated company, subsidiary or other company with which the client is connected.
9. The client shall notify Whitehouse Search Partners immediately of an appointment of a Candidate and shall provide Whitehouse Search Partners with full details of the appointment including a breakdown of the offer made. The client agrees to supply Whitehouse Search Partners with any purchase order number required within 7 days of the start date of the candidate. Where the Client fails to do so Whitehouse Search Partners is authorised to invoice without the accompanying Purchase Order.
10. Whitehouse Search Partners fee is calculated as a percentage of the anticipated first year's total remuneration of a candidate, which means a candidate's taxable gross remuneration including, but not limited to, any guaranteed bonus or commission, car allowance, weighting allowance, pensions contributions, any additional payments or goods that are taxable. The client shall provide to Whitehouse Search Partners a full statement of the total remuneration to be received by a candidate prior to the candidate's first day of employment.
11. Whitehouse Search Partners Fees are 25%; Whitehouse Search Partners fees become payable on the start date of a candidate, including any appointment as detailed in clause 5, 6 and 7. Should the client fail to advise Whitehouse Search Partners of the appointment within 3 days of the start date of the candidate, a fee becomes payable at 50% of the anticipated remuneration of a candidate.
12. An invoice is payable within 7 days of its date of issue, after which the client shall pay to Whitehouse Search Partners a compensation payment and statutory interest (calculated weekly) at 8% above the Bank of England base rate, whereby a part week will be counted as a full week.
13. The client shall bare the legal costs incurred by Whitehouse Search Partners if an invoice is not paid or if it is paid after 7 days have elapsed since it was issued by payment.
14. This contract can be terminated by either side giving 28 days written notice. Either party may also terminate this contract forthwith by notice in writing if the agency or client;
 - i) Is forced into liquidation
 - ii) Commits a breach of this agreement, which is agreed by both parties, which in the case of the said breach is incapable of remedy after a period of 28 days from receipt of the breach from the other party including identification of the breach and a proposed remedy.

15. The agency shall not be liable under any circumstances for any loss, expense, damage, delay, cost 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 a candidate for the client or from the introduction to or engagement of any candidate by the client or from the failure of the agency to introduce any candidate whatsoever.

16. The client shall not at any time during the term of this Agreement nor for a period of twelve (12) months after its termination attempt to solicit or entice away (or procure or assist the soliciting or enticement of) any Whitehouse Search Partners or associated company employee. The client shall pay Whitehouse House Partners a lump sum fee of £20,000 damages for every instance this occurs.

17. During the term of this Agreement and for a period of twelve (12) months after its termination, if the client appoints an Whitehouse Search Partners or related businesses employee, whether they be a current employee or an individual that has been employed by Whitehouse Search Partners or related businesses within the last 12 months, the client shall pay Whitehouse Search Partners a fee of 50% of the anticipated first year's remuneration of the individual.

18. Law

These Terms are governed by the law of [*England & Wales/ Scotland/ Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [*England & Wales/Scotland/Northern Ireland]

I accept the above terms & conditions: