



## CUZICK MANAGEMENT SERVICES

# Terms & Conditions of Business

### 1. Definitions

In this document the following terms have the meanings shown;

- "Agency"** Cuzick Management Services Limited, Company Number 6667199, whose registered office is; 113A Enfield Road, Hunt End, Redditch, B97 5NE.  
**"Client"** Any person, firm or company to whom a Candidate has been Introduced by Cuzick Management Services Limited.  
**"Introduction"** The supply by Cuzick Management Services Limited to a Client of details which identify a Candidate, and "Introduce" shall be construed accordingly.  
**"Candidate"** Any person introduced to the Client by Cuzick Management Services Limited.  
**"Engaged"** The entry by a Candidate into a contract for services or a contract of service with a Client within twelve months of the Introduction of such Candidate to the Client.  
**"Remuneration"** The total earnings of a Candidate in the first twelve months following the date on which he/she is Engaged, including his/her salary, or any other payment which is agreed at the time he/she is Engaged. Where the engagement is for less than twelve months, the Remuneration will be reduced pro rata. Where any engagement is extended up to a period of twelve months, the Remuneration will be recalculated to include the whole of the twelve month period.

### 2. Agency's Obligations

- 2.1 The Agency will, in accordance with the Client's instructions, find and Introduce Candidates to the Client.  
2.2 The Agency will arrange mutually convenient appointments for Clients and Candidates to meet.  
2.3 All statements made by the Agency concerning a Candidate's suitability, ability or competence are expressions of opinion only and the Agency makes no express or implied warranty as to their factual accuracy.

### 3. Client's Obligations

- 3.1 The Client will notify the Agency forthwith in writing on making an offer of employment to the Candidate and shall at that time give full details to the Agency of the agreed Remuneration.  
3.3 The Client must satisfy itself of the Candidate's identity, experience, training, qualifications and any authorisations which the Client considers necessary or which may be required by law or any professional body including the legality of employing or contracting with the Candidate. The Client is responsible for taking up references other than those of the Candidate's current employer, who should not be approached without the Candidate's express permission.  
3.4 Accept that the introduction of the Candidate by the Agency is valid for a period of 12 calendar months following receipt of the CV by the Client.  
3.4 The Client undertakes to keep in strict confidence all information relating to any Candidate provided by the Agency and shall indemnify and keep indemnified the Agency against any claims or actions arising from any breach of this undertaking.

### 4. Fees

- 4.1 The following fees arise when a Candidate is Engaged by the Client:

Remuneration:	Fee
To £30,000	- 20%
£30,000 to £50,000	- 25%
£50,000 +	- 27%

- 4.2 The Agency will invoice the Client in respect of its fees and expenses on the date the Candidate commences work with the Client. Payments are due strictly within 30 days of invoice date. Should payment not be made within this period, interest will be payable at 8% per annum on the amount outstanding.  
4.3 Any necessary expenses in connection with the Agency's services will be agreed with the Client in advance.  
4.4 All fees and expenses, where applicable, are subject to VAT at the rate in force at the time of invoice.

### 5. Cancellation Fees

If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 10% of the annual Remuneration as defined in 1.

### 6. Refunds

- 6.1 In the event that a Candidate leaves the employment of a Client or terminates a contract for services with a Client within 12 weeks from the date of commencement, for any reason other than redundancy, and the Client has made full payment of the Agency's invoice within 30 days of its submission, the Agency will refund the following proportion of its fee:

Refund available	
Within the first 2 weeks	- 100% (less £150 administration charge)
2 - 4 weeks	- 50%
4 - 8 weeks	- 25%
8 - 12 weeks	- 10%

- 6.2 Refund requests must be made in writing within 14 days of the cessation of employment or termination of the contract for services.

### 7. General

- 7.1 These terms and conditions will be deemed to have been accepted by the Client once the Client has accepted details of Candidates from the Agency in the form of a CV and/or arranged interviews with Candidates Introduced by the Agency. In the absence of any agreement to the contrary, the Fee as defined in 4.1 shall apply.  
7.2 These terms are the entire agreement between the Agency and the Client. No variation or oral representation made by the Agency to the Client will be binding upon the Agency unless confirmed in writing to the Client by a Director of the Company.  
7.3 Whilst the Agency will use reasonable endeavours to check the accuracy and truth of a Candidate's information during the recruitment process, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. Nothing in these terms and conditions limits or excludes the liability of the Agency for death or personal injury resulting from negligence or for any damage or liability incurred by Client as a result of the Agency's fraudulent misrepresentation. Subject to such limitations and exclusions, the Agency shall not be liable for any loss of profits, business, depletion of goodwill and/or similar losses, loss of goods, contracts, use, loss or corruption of data or information or any special indirect consequential or pure economic loss, costs, damages, charges or expenses. The Agency's total liability in contract, tort, misrepresentation, restitution or otherwise in connection with its performance shall be limited to the fee.  
7.4 The Agency shall not be liable for any loss, injury or damage of any nature sustained by the Client as a result of circumstances beyond its control.  
7.5 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

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