



PERMANENT AND FIXED TERM RECRUITMENT - TERMS AND CONDITIONS OF BUSINESS WITH AGENCIES

Easipetcare expects Agencies to act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to Introduce a Candidate.

COMMERCIAL TERMS

Upon the Engagement of a Candidate, easipetcare shall agree to pay the Agency the agreed fee after successful completion of the Candidates probation period.

Easipetcare reserve the legal right of a full reimbursement of any Agency fee in respect of any employee should they fail to continue in easipetcare employment following their probationary period. All probationary periods are for a minimum of 3 months and subject to review and extension following regular performance reviews.

These Terms shall prevail over any terms of business or purchase conditions proffered by the Client.

1. Definitions

1. In these terms:

- a) "Candidate" means anyone who is referred or about whom information is supplied to Easipetcare by a recognised Agency.
- b) "Easipetcare" means the company to whom an Introduction is made.
- c) "Engages" or "Engagement" means any contract under which (directly or indirectly) the Candidate agrees to provide services to or for Easipetcare.
- d) "Fee(s)" means a sum agreed by both parties. The Fee is exclusive of any VAT, which must be paid by the Easipetcare at the prevailing rate.
- f) "Introduction" means the referral of a Candidate or the provision of any information about a Candidate to Easipetcare by the Agency.
- g) "Agency" means the employment agency as defined under the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

2. Precedence of Terms

a) All Introductions are made subject to these terms. An Introduction is made when a referral or any information about the Candidate arrives at the Easipetcare office or is communicated to the Easipetcare Intermediary, whichever is the earlier event.

3. Introductions

a) An Introduction, and any information about a Candidate, is provided to Easipetcare in strict confidence and for the purpose of considering whether it wishes to engage that Candidate. Easipetcare will not disclose an Introduction or any information about a Candidate to anyone else. In particular, Easipetcare will not approach a Candidate's current employer until Easipetcare has made an offer of Engagement to that Candidate and has the Candidate's permission to do so.



4. Liability

a) Easipetcare agrees that the responsibility for assessing and ensuring a Candidate's suitability for an Engagement, including taking up or confirming references, educational background, medical history, or obtaining any work and other permits and assessing or confirming qualifications, remains with Easipetcare at all times.

e) Under no circumstances shall easipetcare have any liability whatsoever to the Agency for loss of profit, revenue, anticipated savings or bargain, loss or corruption of data or software or for any indirect, special or consequential losses.

5. Easipetcare Responsibilities

a) The Easipetcare agrees:

1. To act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to Engage a Candidate.

6. Payment of Fees

a) The Fee(s) becomes payable by Easipetcare if a Candidate accepts an offer of Engagement at any time within 3 months of the Introduction being made. However, a Fee is not payable if a Candidate accepts an offer but fails to commence the Engagement through no fault of the Easipetcare.

8. General

a) This is the entire agreement between the parties. The agreement may not be cancelled and these terms may not be varied or their application or any breach of them waived other than by a document signed by a director, divisional/regional manager or legal representative of easipetcare. No-one else acting for easipetcare has authority to agree to any variation or waiver.

b) If a specific fee or payment arrangement has been made between the Agency and Easipetcare, which includes a variation of any of these terms and the Agency breaches any term of that arrangement, then all of these terms shall be substituted for and form part of that arrangement with immediate effect.

c) In addition to and without prejudicing any of its other remedies, easipetcare may terminate the agreement between the parties with immediate effect if the Agency breaches any of its terms or (in easipetcare view) materially alters the Instructions.

d) For the avoidance of doubt, the laws of England and Wales shall apply to this agreement and any disputes arising from it are subject to the exclusive jurisdiction of the English courts.

Easipetcare Name:

Signed on behalf of the Agency

Practice name:

Signed on behalf of Easipetcare

Name

Name

Title

Title

Date

Date