



Terms and Conditions

Wisdom Well Limited

These Terms and Conditions govern your relationship with Wisdom Well Limited. ('us', 'we' or the 'Business'). Please read them carefully as they affect your rights and liabilities under the law. If you enter into any transaction with the Business (whether via email, telephone conversation, in writing or in person or through any other means), these Terms and Conditions shall apply and shall govern each transaction.

Definitions:

In these terms and conditions, unless the context requires otherwise, the following definitions apply:

'The Business': Wisdom Well, a company incorporated in England with the registered number 08090419 whose registered office is at 11 Vauxhall Walk, London, SE11 5JT;

'Applicant': a person seeking a position with a Client as a temporary, permanent or contract worker;

'Client': the person or company or organisation who has agreed to engage the Applicant's services through the Business and who has agreed to be bound by these terms and conditions;

'Commencement Date': the date agreed between the Client and the Business for the Applicant to start work for the Client pursuant to the Engagement;

'Engagement': the placing of an Applicant introduced by the Business with a Client through:

- an interview; or
- employment or use; or
- a contract of service or for services; or
- in a personal or corporate capacity as agent or distributor for the Client,
- within 18 months from the date of Introduction. This applies notwithstanding whether the Client knew of the Applicant previously or the Client knew the Applicant prior to introduction.

'Fee': the fee payable by the Client to the Business upon the placement of an Applicant by the Business with the Client.

1. Placement fees, payment and refund

1.1. The following Fee is payable in respect of each Engagement: £300

- 1.2. The Fee is payable within 14 days of the date of invoice. VAT is payable on the Fee.
- 1.3. The Business reserves the right to charge interest at 2% above the national base rate on invoices not settled within 30 days of the date of the Business' invoice and on invoices subsequently issued until paid in full.
- 1.4. Save as expressly set out in these terms and conditions the Fee is non-refundable.
- 1.5. Should the Client not be satisfied with the Applicant, it must notify the Business immediately and the Business will endeavour find an immediate replacement at no extra cost. If, during this time, the Client makes alternative arrangements or requests not to have a replacement or otherwise, in the reasonable opinion of the Business, unreasonably rejects replacement Applicants put forward by the Business, the Business will not provide a refund of the Fee and, to the extent the Fee has not at that stage been paid, it shall, for the avoidance of doubt, remain due and payable by the Client to the Business in full.

2. Miscellaneous

- 2.1. The Client agrees to notify the Business immediately an Applicant is engaged.
- 2.2. The Client agrees to supply copies of all correspondence to any Applicant introduced to the Client by the Business.
- 2.3. An interviewer warrants that he is duly authorised to agree these terms and conditions on behalf of the Client.
- 2.4. Should the Client offer a position to the Applicant, whether verbally or in writing, and subsequently withdraws or cancels that offer, the Client shall be liable to pay the Business, plus any travel expenses incurred by the Applicant which (in respect of the travel expenses only) the Business agrees to reimburse to the Applicant, having seen proof of purchase.
- 2.5. Where such arrangements are concluded otherwise than in the presence of a representative of the Business, the Client agrees to notify the Business immediately where an Engagement has been accepted by an Applicant and to supply details to the business of the proposed Commencement Date and the proposed duration of the Engagement and the agreed wages.
- 2.6. Acceptance of CVs provided by the Business will be deemed as acceptance of these terms and conditions.
- 2.7. The Business acts as an agent. It does not directly or indirectly employ the Applicant.
- 2.8. All correspondence and records shall be confidential and remain the property of the Business. Information supplied by the Business is confidential and is accepted by the Client on the condition that such information will not be disclosed to third parties directly or indirectly.

- 2.9. Should the Client effect any form of introduction, direct or indirect, of an Applicant to a third party, or pass on any details resulting in any form of engagement or similar arrangement, the Client shall become liable to pay the Fee to the Business.
- 2.10 The Business will use reasonable skill and care in providing the Client with Applicants as well suited as possible, and to this end will seek to furnish the Client with all relevant information concerning the Applicant and to check details, documentation and references. However, the final responsibility for any decision to engage the Applicant rests with the Client who is therefore strongly advised to check details, documentation and references personally. The Business does not offer any representation or warranty as to the suitability, honesty, character or capability of any Applicant.
- 2.11. It is the sole responsibility of the Client to ensure that all applicable legislation has been complied with in connection with an Engagement including, without limitation, all employment laws and regulations (including the National Minimum Wage Act 1998). Neither the Business nor any of its officers, directors or employees shall be responsible for, nor do any of them accept any responsibility for, any breaches of such laws or regulations nor do any of the aforementioned make any representations as to whether or not the Engagement complies with such laws or regulations.
- 2.12. The Business accepts no liability whatsoever for any loss or damage of any kind arising directly or indirectly from any act or omission of any Applicant introduced by the Business even if such act or omission is negligent, fraudulent or reveals dishonesty. For the avoidance of doubt, in no circumstances shall the Business' total liability to the Client, whether in respect of goods or services and whether based in negligence, breach of contract, misrepresentation or otherwise, exceed the fee paid by the Client.
- 2.13. The Client is responsible for employing the Applicant and for paying the Applicant's wages and expenses. This will include travel expenses, if agreed with the Applicant.
- 2.14. The Client is responsible for all tax and national insurance matters, where applicable. For the avoidance of doubt, the Client is liable to pay in addition to the Fee, any value added tax or other duty due and all taxes, duties and other liabilities, howsoever the same arises in relation to the Engagement of the Applicant.
- 2.15. These terms and conditions represent a legally binding contract between the Business and the Client.
- 2.16. The Client must ensure that the place of work complies with health and safety regulations during the engagement.
- 2.17. The Business cannot guarantee that the Applicant will complete his or her proposed length of stay or engagement and likewise does not guarantee to the Applicant that the Client will retain and pay the Applicant for the entire period requested.

- 2.18. The Business' selection of applicants will be based on information supplied by the Client to the Business. The Business shall not be responsible for any loss or damage or liability suffered by the Client as a result of any inaccuracy in any such information and the Client shall indemnify the Business against all expenses or liability suffered by the Business as a result of the inaccuracy of any such information.
- 2.19. The Business assesses all potential applicants on the basis of information provided by the Applicants themselves in their home countries. The Business has of way of checking the accuracy and reliability of this information and gives no warranty as to the suitability or their ability or willingness to fulfil their responsibilities in terms of any agreement which the Applicant may reach with the Client to which the Business is not a party.
- 2.20. No variation of these terms and conditions is to be made without the express written approval of the Business. If any single element of these terms and conditions should be held to be unreasonable, invalid or unenforceable in any respect such element, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are reasonable, legal and enforceable.
- 2.21. These terms and conditions supersede any other previous terms of business or any other agreed terms.
- 2.22. The laws of England shall apply to this contract and the English Courts shall have exclusive jurisdiction.