

**TERMS AND CONDITIONS OF BUSINESS**  
**OF**  
**Wisdom Well Limited**



**1 DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1 “Agent” means Wisdom Well Limited of 11 Vauxhall Walk, London, SE11 5JT
- 1.2 “Applicant” means any person introduced to the Client by the Agent for an Engagement;
- 1.3 “Client” means any third party, individual, partnership, company or other organisation or entity which contracts with the Agent with a view to procuring the services of the Applicant;
- 1.4 “Engagement” means the employment or use of the Applicant by the Client, or any third party to whom the Client has introduced the Applicant, on a permanent or short-term basis under any form of contract or relevant agreement;
- 1.5 “Offer of Representation” means an offer made to an Applicant by the Agent to represent the Applicant with a view to securing an Engagement with a Client subject at all times to the Terms and Conditions below;
- 1.6 “Introduction” means the passing to the Client of a CV or other information which identifies the Applicant following Client’s instructions to the Agent to search for a Candidate, or the interview (in person or by telephone) or Engagement of an Applicant by the Client or any third party who has obtained such information through the Client’s intermediation following the passing to the Client by the Agent of a speculative CV or other information which identifies the Applicant;
- 1.7 “Representation” means the representation provided by the Agent to the Applicant upon acceptance of the Offer of Representation and these Terms and Conditions;
- 1.8 “Terms and Conditions” means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;
- 1.9 “Agreement” means the contract between the Agent and the Applicant for agency services incorporating these Terms and Conditions;
- 1.10 “Regulations” means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.



## **2 GENERAL**

- 2.1 These Terms and Conditions shall apply to the Agreement for Representation and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- 2.3 These Terms and Conditions shall be attached to any Offer of Representation and signed and returned to the Agent by the Applicant.2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled, by virtue of any statute, law or regulation.
- 2.5 Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between the parties.
- 2.6 The Agent is acting in the capacity of an employment agency.

## **3 OFFER OF REPRESENTATION**

- 3.1 The Offer of Representation is attached to these Terms and Conditions.
- 3.2 The Offer of Representation shall remain valid for acceptance for a period of 90 days.
- 3.3 The Offer of Representation must be accepted by the Applicant in its entirety.

## **4 APPOINTMENT AS AGENT**

- 4.1 The Agent shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973.
- 4.2 The Agent will, subject to the Applicant's acceptance of its Offer of Representation and these Terms and Conditions, act as the Applicant's agent and provide Representation to negotiate and conclude agreements with Clients in respect of procuring Engagements.
- 4.3 This Agreement does not give rise to a contract of employment between the Agent and the Applicant.
- 4.4 The Agent will not charge a fee to the Applicant for the Representation.

## **6 APPLICANT OBLIGATIONS**

- 6.1 The Applicant should not engage in any conduct which is detrimental to the interests of the Agent, would negatively affect the Agent's relationship with the Client or is likely to bring the Agent into disrepute. The Applicant shall



represent the Agent in any Introductions he or she receives from the Agent and in all dealings with the Client.

- 6.2 The Applicant shall, before the commencement of the Representation, have provided the Agent with satisfactory evidence of their identity which shall include, but not be limited to, a certified copy of the Applicant's passport or birth certificate.
- 6.3 The Applicant shall be clear about the type of work sought and the details of this work shall be described in the Offer of Representation.
- 6.4 If, in respect of any prospective employment, the Applicant is required by law, any professional body or by the Client to hold or have any experience, training qualifications and/or authorisations, the Applicant shall provide the Agent with: (a) up to date copies of such qualifications and/or authorisations; and (b) the names of two referees (who are not relatives of the Applicant) who the Applicant agrees that the Agent may approach at any time for the purpose of obtaining references about the Applicant.
- 6.5 The Applicant consents to the disclosure of all relevant information (which is reasonably required to progress any application) including but not limited to copies of qualifications, authorisations and/or references, by the Agent to the Client.
- 6.6 The Applicant shall immediately inform the Agent should there be any reason or circumstance under which it would be detrimental to the interests of the Agent, the Client or the Applicant for the Applicant to take up a particular position with a Client.
- 6.7 If, following an Introduction from the Agent, the Applicant receives an offer of employment or Engagement to work for or with a Client introduced by the Agent, the Applicant shall inform the Agent immediately and provide the Agent with full details of the offer including a copy of the offer letter/contract of employment if requested.

## **7 AGENT OBLIGATIONS**

- 7.1 The Agent shall use all reasonable endeavours to secure a suitable Engagement for the Applicant but shall be under no obligation to find an Engagement for the Applicant.
- 7.2 The Agent shall provide the Representation with skill, care and in accordance with the recognised codes of practice and statutory obligations.
- 7.3 The Agent shall take all reasonable steps to ensure Clients are professional and courteous but cannot be held responsible for the conduct of any third parties.



7.4 An offer of employment is not made until written details are received from the Client. The Agent does not accept any responsibility and shall not be liable for any loss suffered by the Applicant by reason of the Applicant's decision to resign from his/her current employment or any existing engagement before or after receipt of the Client's written offer.

## **8 TERMINATION**

8.1 The Agreement shall continue until the agency services have been provided in terms of the Offer of Representation or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

8.2 The Agent may terminate this Representation without notice at any time and for any reason at the Agent's sole discretion.

8.3 The Applicant shall be entitled to terminate the Representation at any point by giving 4 weeks' notice in writing.

8.4 The Applicant may terminate the Agreement if the Agent fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 4 weeks after notification of non-compliance is given.

8.5 Either party may terminate the Agreement by notice in writing to the other if:

8.5.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

8.5.2 The other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

8.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or 8.5.4 the other party ceases to carry on its business or substantially the whole of its business; or

8.5.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

8.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.



## **9 WARRANTY**

- 9.1 Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

## **10 LIMITATION OF LIABILITY**

- 10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Applicant or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Applicant's claim is first notified.

## **11 INDEMNITY**

- 11.1 The Applicant undertakes to indemnify and keep fully indemnified the Agent at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the Agent), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Applicant of any of the Applicant obligations, undertakings or warranties as set out within these Terms and Conditions.

## **12 FORCE MAJEURE**

- 12.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **13 ASSIGNMENT**

- 13.1 The Applicant shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

## **14 THIRD PARTY RIGHTS**

- 14.1 Nothing in these Terms and Conditions intend to or confer any rights on a third party.



## **15 SEVERANCE**

- 15.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **16 WAIVER**

- 16.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

## **17 NOTICES**

- 17.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Offer of Representation or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## **18 ENTIRE AGREEMENT**

- 18.1 These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

## **19 GOVERNING LAW**

- 19.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.