

STANDARD TERMS AND CONDITIONS

THIS AGREEMENT is made BETWEEN:-

Vetting Solutions Centre Limited, City House, Swallowdale Lane, Hemel Hempstead HP2 7EA (VSC) and the company whose Name and Address is shown in the Schedule of Services (the Customer)

Scope

VSC agrees to provide the services documented in the Schedule of Services. The following conditions apply to the provision of this service.

1. General

- (a) The Schedule of Services constitutes an offer by VSC to perform the services therein set out or referred to ("the Services") for the persons or companies to whom the said Schedule of Services is addressed or their successors in Title ("the Customer") at the price therein set out or referred to and subject to the terms and conditions set out here ("the Trading Conditions") and shall be valid for thirty days from the date of quotation unless otherwise stated.
- (b) Upon acceptance of the offer by the Customer a contract shall be deemed to have been concluded between the parties ("the Contract") and the Trading Conditions shall apply to the Contract to the exclusion of any other terms or conditions the Customer may seek to impose.
- (c) The Customer shall be conclusively deemed to have accepted the offer if it does so in writing or in any other way confirms the Contract either by paying the contract price or permitting VSC to carry out the Services or otherwise.
- (d) The letter of quotation and the Trading Conditions supersede any previous agreement between the parties and represent the entire understanding between the parties in all respects.

2. Safety

The Customer warrants that the location where the Services are to be performed if away from VSC own premises comply with all statutory regulations and Acts of Parliament to ensure that the personnel provided by VSC may work in safety and in compliance with the Health & Safety at Work Act.

3. The Customer agrees:

- (a) To send by post, Fax or e-mail a written order requesting personnel to be screened subject to the Trading Conditions.
- (b) The Customer shall consider the background and suitability of each candidate and document the relevant employment history, names and addresses of personal referees, see proof of ID and proof of address as required by the BS7858 standard or such standard as agreed in writing by the Parties. The Customer agrees to send copies of those documents to VSC with each application form and agrees that employment will not begin until provisional screening is complete. Where the requirements of provisional screening are not necessary or are not adhered to the Customer accepts full responsibility and their attention is drawn to clause 4(b) of this Agreement.
- (c) The Customer agrees to notify VSC immediately by telephone if an applicant leaves their employment before the screening process is complete.
- (d) It is the responsibility of the Customer to verify that all records provided by VSC meets the Customer's own quality standards.
- (e) In the event that the Customer is not satisfied with the standard of the records they will notify VSC immediately by telephone and subsequently in writing stating clearly their reasons so that VSC may prevent this from happening in the future.
- (f) No refund will be due unless the Customer notifies VSC promptly of any reasonable concern the Customer may have.
- (g) That all directors, managers, agents and employees of VSC shall be entitled to the benefit of all exceptions, immunities and limitations herein contained and shall be under no liability in addition to or separate from that of VSC.

- (h) That it will not during this Contract or for a period of six months thereafter either directly or indirectly employ any employee of VSC.

4. VSC agrees:-

- (a) To carry out and provide the Services subject to the Trading Conditions.
- (b) To use all reasonable endeavours to adhere to BS7858 and/or such standard as agreed in writing by the Parties. VSC will begin screening a candidate within two days of the date it receives a properly completed and duly signed and authorised application form from the Customer and will complete the candidate screening file within the timescales allowed in the aforementioned standard from the day VSC starts screening and not from the date the applicant began employment with the Customer.
- (c) To treat any information relating to the Customer or its clients as confidential.
- (d) That it will endeavour to retrieve references by contacting referees up to four times before treating the reference as unobtainable.
- (e) That it will not knowingly misrepresent the experience or capabilities of any person introduced to the Customer.
- (f) That it will not approach any member of the Customer staff with regard to employing that member of staff, without the prior written agreement of the Customer.
- (g) Not use any material or product or work commissioned and paid for by the Customer without prior written consent of the Customer.
- (h) To faithfully, promptly and diligently perform its obligations.
- (i) To ensure that it makes available to the Customer sufficient trained and competent staff to ensure compliance with its obligations.
- (j) Provide support over the telephone or in person to the Customer to assist in answering and resolving any problems or queries in respect of the Services.

5. Variations and Notices

- (a) No employee of VSC has any authority whatsoever (express or implied) in any way to waive, vary or exclude any of the Trading Conditions and any variation must be made in writing by a Director of VSC.
- (b) All notices to VSC must be addressed to the Managing Director by personal service, or if by mail, postage prepaid, to the address as set forth for the parties at the beginning this Agreement, or to such other address as either party may designate to the other in writing. Notices shall only be effective upon receipt.

6. Payment

- (a) The Customer agrees to pay VSC for the Services in accordance with its standard charges or the agreed Service charges set out in the Schedule of Services.
- (b) The Service charges agreed shall be invoiced by VSC fortnightly in arrears and become payable by the Customer within 30 days of the invoice date. VSC shall advise the Customer of any increase in the Service charge by giving the Customer at least 30 days notice. Such increases will only be invoiced subject to acceptance by the Customer.
- (c) An invoice shall be duly rendered if dispatched by pre-paid letter addressed to the Customer at its last known address and shall be deemed to have arrived on the second day after the date of dispatch.
- (d) All quotations are given exclusive of Value Added Tax and the Customer shall be liable to pay VAT at the rate as may be in force at the date of invoice.
- (e) If the Customer fails to pay promptly any of the charges due or comply with any of the terms and conditions herein VSC shall be under no duty to provide any further Services until the charges are paid or dispute rectified. No indulgence by VSC shall operate as a waiver of this provision.
- (f) No claim or dispute which the Customer may at any time have or purport to have with or against VSC shall entitle the Customer whether by claim set off, counterclaim or otherwise to defer to make any deduction from the charges due to VSC hereunder.
- (g) Where the Services are subject to approval by a Statutory Authority, VSC reserves the right to charge for additional services required to meet their approval.

7. Liability and Indemnity

- (a) VSC have Professional Indemnity Insurance to indemnify their legal liability for breach of professional duty to a limit of £100,000 (one hundred thousand pounds) and this shall be VSC total liability (whether in contract, tort, negligence or otherwise) under or in connection with this Agreement.
- (b) The terms and conditions of this agreement shall be subject to and interpreted and construed in accordance with English Law and the English court shall have exclusive jurisdiction in any dispute which may arise. In the event of any action being taken, either party may serve any writ or other process on the other party by posting it to the other party's last known place of business.
- (c) VSC shall not be liable to the Customer for any loss of use or profits or of contracts, or, save as aforesaid, for any loss, damage or injury of any kind whatsoever. VSC shall not in any way be responsible for any loss, damage, expense or inconvenience resulting from or caused by any willful default, dishonesty, disclosure of confidential information, breach of faith or any negligent or other act or omission by its employees while engaged on the Customer's business or while on the Customer's premises or arising out of or in any way connected with the Services and the Customer will unconditionally and irrevocably indemnify and keep indemnified VSC in respect of any liability to which it might thereby be exposed other than in 7(a) above.
- (d) In no event shall VSC be liable to the Customer or any third party for any direct, special, incidental, indirect or consequential damages arising out of its activities and obligations and the Customer will unconditionally and irrevocably indemnify and keep indemnified VSC in respect of any liability to which it might thereby be exposed other than in 7(a) above.
- (e) VSC will not be liable to the Customer for any delay in providing the Service due to flood, strike, lock-out, dispute with workmen, inability to obtain personnel or material, civil commotion, act of God or any other cause beyond VSC reasonable control.
- (f) Unless the Customer notifies VSC in writing of any claim or dispute arising out of the performance, purported performance or non-performance of this Contract or any breach thereof within five (5) working days of such claim the same shall be deemed to be irrevocably and unconditionally waived by the Customer and absolutely barred.
- (g) Each of the above sub-clauses shall be deemed to be separate and divisible from the others and the invalidity or unenforceability of any sub-clauses shall not affect the validity or enforceability of the others.
- (h) VSC shall upon request provide the Customer with a copy of such legal liability insurance policy, together with copies of the premium receipts therefore.

8. Force Majeure

Neither party shall delay in performing its obligations under this Agreement. In the event of any such delay or default which is beyond the reasonable control of the defaulting party, the defaulting party shall promptly notify the other party hereto in writing, and the period of performance shall be extended by a period that is mutually agreed upon by the parties. However, in the event that delay shall exceed thirty (30) days, the party not in delay or default shall have the right to terminate this Agreement in whole or in part.

9. Assignment

VSC reserves the right to assign the whole or any part of this Contract to such associated company or otherwise.

10. Waiver

No waiver by either party of any breach by the other party of any obligation contained herein shall constitute a waiver.

11. Candidate Acceptance

VSC agrees to send to the Customer a file (in electronic format or paper copy) containing records for each candidate to the standard required by BS7858 or such standard as agreed in writing between the parties and the Customer agrees to diligently check each candidate file and ensure that it is complete in accordance with the standard required by BS7858 or such standard as agreed in writing between the parties. By paying VSC invoice the Customer agrees that the candidate file complies with such standards.