

People First Limited

Conditions of Supply of Services

1. Definitions

In these terms:-

1.1. “Purchaser” means the purchaser or acquirer of the Services from the Supplier;

1.2. “Supplier” means People First Limited registered in England and Wales with company number 04706320.

1.3. “Contract” means the relevant contract between the Purchaser and the Supplier for the provision of specified Services comprising the Order Form and these Terms.

1.4. “Delivery” means delivery of the Services.

1.5. “Force Majeure” means, in relation to either party, any circumstances beyond the practicable control of that party (including, without limitation, any non-availability of materials, equipment or labour).

1.6. “Loss” means all claims, liabilities, losses, expenses, costs and proceedings.

1.7. “Order Form” means the order form prepared by the Supplier and accepted by way of signature by the Purchaser setting out the specified Services required by the Purchaser together with the Price of such Services.

1.8. “Price” means the price of the Services required by the Purchaser as notified by the Supplier to the Purchaser and set out in the Order Form, or otherwise as agreed by the Supplier and Purchaser in writing, plus taxes and duties.

1.9. "Quotation" includes any quotation, estimate or tender from the Supplier.

1.10. "Services" means those of the services set out in the schedule which the Purchaser has requested to be provided by the Supplier to the Purchaser and which are detailed in the Order Form.

1.11. "Terms" means these conditions and any special terms agreed in writing by the Supplier and the Purchaser.

2. **Suppliers Terms Apply**

All orders are accepted and all Contracts are made by the Supplier subject to the Terms which cannot be changed unless agreed in writing by an authorised employee of the Supplier. The Supplier does not accept the Purchasers' standard conditions of contract. Headings are used for reference only.

3. **Quotations and Acceptance**

3.1. A Quotation does not constitute an offer by the Supplier. Acceptance of any Quotation by the Purchaser is an offer by the Purchaser to purchase the Services from the Supplier.

3.2. Where the Supplier has not expressly communicated acceptance of the Purchaser's order, the Supplier may treat starting work in relation to Services as acceptance of the order. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

4. **Time**

Time shall not be of the essence with regard to Delivery by the Supplier, and any dates referred to are an estimate only. The Supplier shall not be liable for any delay in Delivery however caused.

5. **Delivery**

5.1. If the Purchaser fails to accept Delivery when tendered or when requested by the Supplier to do so, or fails to give the Supplier adequate instructions or facilities to enable effective Delivery then, without prejudice to its other rights or remedies, the Supplier may where Services are or were to be provided, charge the Purchaser a reasonable amount for Loss, wasted time, materials and depreciation and for profits lost on any other actual or prospective project because of the Purchaser's delay.

5.2. The Supplier reserves the right to provide Services by instalments and, where it does so, each instalment shall be treated as a separate contract. The Supplier can immediately invoice the Purchaser for a proportion of the Price of the Contract which corresponds to the value of the Services so provided. Delay or failure by the Supplier to Deliver any one or more of the instalments shall not entitle the Purchaser to terminate the Contract as a whole.

5.3. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Purchaser, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Purchaser arising directly or indirectly from such prevention or delay.

6. **Specifications**

6.1. All illustrations and specifications from the Supplier relating to the Services are approximate only. The Supplier reserves the right without notice to make changes (a) to meet any regulatory requirement or (b) which in the Supplier's opinion improve the Services.

6.2. The Purchaser must ensure the accuracy of any order or specification. The Purchaser must provide, sufficiently in advance to enable the Supplier to conveniently perform its obligations, the Supplier in writing in an intelligible format with all information which may affect the fitness for their purpose or the effectiveness of Services, or the circumstances in which Services are to be performed. The Supplier

shall not be obliged to take into account any purposes for which Services are required except to the extent to which they are communicated in writing prior to the making of the Contract. Unless agreed in writing, the Supplier is not responsible for design or harmonisation of any process or system into which the Services are to be incorporated or applied, or ensuring that they can be incorporated or applied or will interface correctly.

6.3. In any event, the Supplier shall have no liability for the performance or suitability of any or Services to the extent that they accord with the Purchaser's orders, instructions or specifications.

7. **Price**

The Price for the relevant Service is as set out in the Order Form.

Except in respect of a Quotation where the price is stated to be fixed for a specific period, the Supplier reserves the right, by giving notice to the Purchaser at any time before Delivery, to increase the Price of the Services by a reasonable amount.

8. **Payment**

8.1. Unless otherwise agreed in writing, the Purchaser shall pay the Supplier's invoices within thirty (30) days of receipt. If the Purchaser fails to make any payment by the due date or is otherwise in breach of contract then, without prejudice to the Supplier's other rights or remedies, the Supplier may:-

8.1.1. terminate the Contract;

8.1.2. suspend any further deliveries of Services to the Purchaser;

8.1.3. charge the Purchaser interest (before and after any judgment) on any amount unpaid at the rate of 4% above the base rate of National Westminster Bank plc per calendar month or part during which it remains outstanding;

and all amounts payable by the Purchaser shall become immediately due.

8.2. No payments may be withheld nor may any claims of the Purchaser be set off against any payment due to the Supplier.

8.3. The Supplier shall have a general and particular lien on all documents, money, equipment or other property provided or owned by the Purchaser which is in the possession of the Supplier or its agents. The Supplier may, 14 days after notifying the Purchaser in writing of its intention to do so, sell such property as the Purchaser's agent and apply the proceeds to pay the Purchaser's debt to the Supplier.

9. **Force Majeure**

The Supplier shall not be under any liability of any kind for non-performance or defective performance in whole or in part of its obligations under the Contract caused by Force Majeure.

10. **Warranty**

10.1. Subject to the conditions set out below, the Supplier warrants that the Services will be provided using reasonable care and skill.

10.2. The above warranty is subject to the following conditions:-

10.2.1. Services sourced from a third party without significant amendment from the Supplier carry only the warranty given to the Supplier by their seller, which the Supplier will assign to the Purchaser if requested;and

10.2.2. The Purchaser shall not exercise any right it may have to reject Services nor claim compensation without first giving the Supplier a reasonable opportunity and all reasonable assistance to repair or remedy the defect or non-compliance complained of, or to replace the Services in question.

10.3. Only representations or warranties made in writing by the Supplier may be relied on by the Purchaser and verbal statements shall be of no effect.

11. **Limitation of Liability**

11.1. The Supplier shall not be liable to the Purchaser for any indirect, consequential or financial Loss (whether for loss of revenue, profit, savings or otherwise), which arises out of or in connection with the supply of Services by the Supplier.

11.2. In any event, except in respect of death or personal injury culpably caused by the Supplier, the entire liability of the Supplier for Loss arising out of or in connection with the Contract shall not exceed the price (excluding taxes and duties) payable for that part of the Services in respect of which the claim is made.

12. **Purchaser's breach of Contract**

The Purchaser shall indemnify the Supplier against all Loss (including loss of profit) or expense however indirect or remote resulting from cancellation or other breach of the Contract by the Purchaser.

13. **Invalid Terms**

If any of these Terms or any part of any of these Terms is unenforceable or void at law, it shall not affect the remainder or otherwise affect the Contract and shall be replaced by a valid term as near as possible in effect to the original term.

14. **Intellectual Property Rights**

14.1. All intellectual property rights and know-how in the Services or in any design, document, software, program, invention, technique or information made or compiled in connection with the Services or the Contract shall belong to the Supplier, and the Purchaser will respect their confidentiality.

14.2. The Purchaser will notify the Supplier of any infringement of the Supplier's intellectual property rights which come to its attention.

15. **Purchaser's Indemnity**

The Purchaser shall indemnify the Supplier against Loss relating to:-

15.1. any defect in the Services unless such liability is caused solely by the Supplier's negligent or wilful act or omission or other breach of contract in the provision or delivery of the Services;

15.2. any negligent or wilful act or omission of the Purchaser in connection with the use or supply of the Services.

16. **Rights of Third Parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

17. **Incompatible Terms**

Any purported representations, warranties, terms and conditions, express or implied by statute or otherwise, which are not compatible with these Terms, are excluded to the fullest extent permitted by law.

18. **Notices**

Any notice to be given by either party to the other shall be in writing. If posted by 1st class prepaid post to the registered office or principal place of business it is deemed received on the third working day after posting. If sent by fax (with the transmission slip showing successful transmission and a confirmatory copy going by post) it is deemed received on the working day after transmission.

19. **No Waiver**

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver or any subsequent breach of the same or any other provision.

20. **Dispute Resolution**

All disputes under or arising out of these Terms or any Contracts shall be referred exclusively to the Courts of England and Wales.

21. **Governing Law**

The laws of England and Wales govern these Terms and all Contracts

Schedule – Services

Getting Started

- Salary surveys
- Job spec writing
- Job advert writing
- Job profiling
- Competency interview questioning

Interview, Selection and Consultancy

- Advert response
- Pre-screening and interviewing
- Interview training
- Campaign management
- Assessment Centres

Job Advertising

Advertise on several UK leading job boards, tailored to your specific vacancy skill requirement for up to one month.

CV Searching

Do you sometimes wish you could simply provide a job description to a recruitment agency and ask them to give you CVs?

Profiling, Psychometric and Aptitude Testing

- Job Profiling
- Personal Profile Analysis
- Emotional Intelligence
- GIA / TST's
- Skills Assessment