



BREVERE GROUP

Terms & Conditions of Business

1. Definitions

1.1 In these Terms & Conditions, the following words will have the following meanings:

“BG” means Brevere Group and any other companies associated with or owned by Brevere Group, Eden Resourcing Ltd or Tailored Resourcing Solutions Ltd.

“Candidate” means any person or company introduced to the Client by BG or any employee or consultant of BG.

“Client” means any person, firm, organisation, company together with any subsidiary or associated company as defined by the Companies Act 1985 to which the candidate is introduced or is concerned with the engagement of any candidate and which deals with BG.

“Engagement” means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the candidate is an officer or employee.

“Introduction” means (i) the Client’s interview of an candidate in person or by telephone/video link, following the Client’s instruction to BG to search for a candidate, (ii) the passing to the Client of a curriculum vitae or information which identifies the candidate and which leads to an Engagement of that candidate or (iii) the provision by BG of any details whether written or oral of a candidate.

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

“Remuneration” shall include all guaranteed incomes (base salary, fees, guaranteed commission/bonus, allowance, inducement payments etc). This shall also include motor cars or car allowances provided to the candidate, which will be assessed as additional remuneration at the rate of £4,500 per annum unless otherwise stated; Company Shares not granted under a share option scheme; Accommodation provided to the applicant will be assessed at £5,000pa unless otherwise stated.

“CV” A Candidate's curriculum vitae and/or any other details, documentation or information supplied by BG to the Client relating to a Candidate

- 1.2 Unless the context requires otherwise, references to the singular include the plural; persons shall include bodies, corporate and unincorporated associations of persons; one gender shall include any gender
- 1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. **Contract & Obligations**

- 2.1 All and any business relating to recruitment services undertaken by BG is transacted subject to these Terms, all of which shall be incorporated in any agreement between BG and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly agreed otherwise in writing by the Managing Director of Brevere Group.
- 2.2 These Terms supersede all previous terms and conditions of business of BG in respect of the subject matter of these Terms whether written, oral or implied.
- 2.3 These Terms constitute the contract between Brevere Group and the Client and are deemed to be accepted and agreed by the Client upon whichever of the following first occurs:

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

- 2.3.1 The Client's receipt of a Candidate's CV;
 - 2.3.2 The Introduction of a Candidate;
 - 2.3.3 The Client Interviewing or Engaging a Candidate; or
 - 2.3.4 A Candidate commencing work for or providing services to the Client
 - 2.3.5 Confirmation email received by BG from the client
- 2.4 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Managing Director of the Brevere Group, these Terms & Conditions of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.5 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between BG and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply. Any variation will only be valid if the Fee is paid within the agreed payment period outlined in any amendment.

3. Introductions & Confidentiality

- 3.1 The Client agrees that BG's Introduction will be the effective cause of any Engagement and the Recruitment Fee will be charged and payable if the Client has:
- 3.1.1 Not notified BG in writing within 7 days of the relevant Introduction to the Client that the Candidate is already known to the Client and/or has already been introduced to the Client by another employment agency or business and not provided BG, within such 7 day period, with satisfactory evidence of the same and with satisfactory evidence that the Candidate was identified to the Client with the Candidate's prior consent. BG reserves the right to ask the Candidate whether or not the Candidate gave such consent and the Candidate's response shall be final and binding); or
 - 3.1.2 Notified BG in writing within the period set out in Clause 3.1.1 that the Candidate is already known to the Client and, within such period, has provided BG with the satisfactory evidence set out in Clause 3.1.1, but the Client does not, within such period, provide BG with satisfactory evidence that the Client has been in contact with the Candidate

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

regarding relevant vacancies within the 3 months prior to the relevant Introduction.

- 3.2 The Client shall notify BG immediately:
 - 3.2.1 of any offer of an Engagement which the Client makes to a Candidate; and/or
 - 3.2.2 of an offer of Engagement being accepted by a Candidate or otherwise upon the commencement of an Engagement (whichever first occurs) at which time the Client shall provide BG with details of the Annual Remuneration.
- 3.3 Notwithstanding Clause 8, the Client:
 - 3.3.1 shall satisfy itself as to the suitability of any Candidate for the purposes of the vacancy for which a Candidate has been Introduced;
 - 3.3.2 has sole responsibility for selecting a Candidate for Engagement;
 - 3.3.3 should make all offers of Engagement subject to receiving satisfactory references, which the Client should take up directly, and verify to its own satisfaction all statements made by or on behalf of a Candidate, in particular ensuring that any legal, professional body or other requirements relating to (without limitation) training, qualifications, authorisations, professional certification, medical requirements and immigration status, are satisfied.
- 3.4 Introductions of Candidates and any CV supplied by BG to the Client are confidential and should not be disclosed to any other person without the prior written consent of BG.
- 3.5 The Client may only use any CV supplied for the purposes of selecting a Candidate for Interview and deciding whether to engage a Candidate. If the Client decides not to engage a Candidate, the Client hereby undertakes to return all copies of the Candidate's CV to BG and to remove, remove or destroy all records it may have which include details of or from the CV.
- 3.6 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by BG which

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

results in an Engagement with that third party within 3 months of the Introduction renders the Client liable to payment of BG's fee as set out in clause 4.4 with no entitlement to any refund.

- 3.7 An introduction fee calculated in accordance with clause 4.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through BG, whether direct or indirect, within 6 months from the date of the BG's Introduction.
- 3.8 Where the amount of the actual Remuneration is not known BG will charge a fee calculated in accordance with clause 4.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to BG by the Client and/or comparable positions in the market generally for such positions.
- 3.9 In the event that any employee of BG with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving BG's employment, the Client shall be liable to pay an introduction fee to BG in accordance with clause 4.4

4. Notification & Fees

- 4.1 The Client agrees to notify BG immediately of any engagement and the remuneration and to pay the Fee in accordance with these Terms and Conditions of Business.
- 4.2 Subject to Clause 4.5 and save where Clause 4.4 applies, if the Client:
 - 4.2.1 Engages a Candidate; or
 - 4.2.2 (Whether or not the Client has complied with Clause 3.4) Introduces a Candidate to another person, including (without limitation) any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person or by any person to whom that person Introduces the Candidate (both a "Third Party") at any time within 12 calendar months from the later of:
 - 4.2.2.1 the Introduction of a Candidate to the Client by BG; or

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

4.2.2.2 the date of a Candidate's last Interview with the Client,

and regardless of whether the Candidate is Engaged in the same role for which the Candidate was initially Introduced or in a different role, the Client shall pay BG a Recruitment Fee pursuant to Clause 4.4.

4.3 Unless otherwise agreed by the Managing Director of BG in writing, for any Retained Search Assignment the Client will pay BG a Recruitment Fee pursuant to Clause 4.4 in the following two instalments:

4.3.1 50% of the Recruitment Fee upon acceptance by BG of the Client's instructions; and

4.3.2 50% of the Recruitment Fee upon the Candidate's acceptance of an offer of Engagement, save that BG will increase or reduce the amount of this instalment if necessary if the first instalment was based on a Recruitment Fee calculated on the basis of anticipated Annual Remuneration.

4.4 Unless otherwise agreed in writing by the Managing Director of BG, the Fee is the sum due to BG plus VAT calculated as follows.

For Permanent Staff, at the percentage rate related to the annual remuneration:

£0	-	£17,999	18% + VAT
£18,000	-	£29,999	20% + VAT
£30,000	-	£44,999	25% + VAT
£45,000 +			30% + VAT

In the event of an engagement made on a commission only/self employed basis, the fee payable to BG will be £8,750.00 plus VAT unless otherwise agreed and confirmed in writing by the Managing Director of BG.

4.5 Notwithstanding Clauses 4.2, 4.3 and 4.4, BG may, at its sole discretion, agree Special Terms and/or a discount to the Recruitment Fee. Any such Special Terms and/or discount will only be binding if agreed in writing by the Managing Director of BG. If any Special Terms and/or discount is agreed, then the Rebate provisions at Clause 5 shall not apply, even if the Special Terms and/or discount subsequently cease to apply by reason of Clause 4.6.

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

4.6 If the Client fails to:

4.6.1 pay BG in accordance with Clause 4.7; and/or

4.6.2 comply with Clause 3.2

such Special Terms and/or discount will cease to apply and the Client will pay BG a Recruitment Fee calculated in accordance with Clause 4.4

4.7 Unless otherwise agreed in writing by the Managing Director of BG, all monies due under this Clause 4 shall become due and payable in full by the Client within 14 days of commencement of the Candidate's Engagement.

4.8 BG shall raise an invoice as soon as reasonably practicable but, for the avoidance of doubt, the Client's liability to pay the Recruitment Fee is not dependent upon BG first issuing an invoice.

4.9 BG reserves the right to charge the Client compensation and interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on any amount outstanding after the period for payment set out in Clause 4.7 (both before and after any judgment) from the due date until the date of payment, and any such compensation and/or interest shall be payable on demand.

4.10 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 4.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 52 weeks from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

4.11 If the Client subsequently engages or re-engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 4.4 above becomes payable.

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

5. Rebate

5.1 Save in the case of any Retained Search Assignment and/or if Clauses 4.5 or 4.6 apply, if, within twelve weeks of the date the Candidate commences the Engagement, the Client or the Candidate gives notice to terminate the Engagement and provided that:

5.1.1 all monies due under these Terms have been paid in full by the Client in accordance with Clause 4;

5.1.2 the Candidate was not Engaged by a Third Party;

5.1.3 such termination is not as a result of redundancy, reorganisation, injury or ill-health or any unlawful discrimination under the Equality Act 2010 (including, without limitation, any unlawful discrimination by reason of the Candidate's or other relevant person's actual or perceived age, disability, gender reassignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation);

5.1.4 such termination is not by reason of a dismissal classed as an automatic unfair dismissal by virtue of the Employment Rights Act 1996 (including, without limitation, unfair dismissal for: reasons connected with pregnancy, childbirth, or statutory maternity, paternity, adoption, parental leave of time off for dependants; a health and safety reason; or making a protected disclosure) or other employment legislation from time to time in force;

5.1.5 such termination has not arisen as a result of the Client entering into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating the Engagement either without proper cause or with a view to obtaining a replacement or Rebate unfairly; and

5.1.6 the Client serves notice on BG in writing at its registered office of the termination of the Engagement no later than 7 days from the date the Engagement terminates,

BG will pay the Client a Rebate calculated in accordance with Clause 5.2.

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

5.2 If the Candidate leaves the employment of the Client within the timescales outlined below, the BG agrees to refund the corresponding percentage of the fee.

Up to 2 weeks	100% (Minus £150 Administration Fee)
Up to 4 weeks	75%
Up to 6 weeks	50%
Up to 10 weeks	25%
Up to 12 weeks	10%

After the end of the 12th week, no refund will be offered.

5.3 In circumstances where clause 4.11 applies the full fee stated in clause 4.4 is payable and there shall be no entitlement to a refund.

5.4 If BG has paid the Client a Rebate and the Client (or any Third Party) subsequently re-Engages (or Engages) the relevant Candidate in any capacity within 12 calendar months of the date of termination of the Engagement in respect of which the Rebate was paid, the Client shall repay the amount of the Rebate in full to BG with no entitlement to any Rebate in respect of that re-Engagement (or Engagement) if it is subsequently terminated.

6. Replacement Candidates

6.1 To the extent BG has agreed in writing to provide a replacement Candidate without further charge if the original Candidate's Engagement is terminated (which for the avoidance of doubt constitutes a Special Term), and unless BG expressly agrees otherwise in writing, then Clause 4.5 shall always apply and BG shall only be obliged to:

6.1.1 provide a replacement Candidate if the original Candidate's Engagement is terminated within 1 month from the date on which it commences;

6.1.2 use reasonable endeavours to provide a replacement Candidate;

6.1.3 provide a replacement Candidate for the same role in which the original Candidate was Engaged (and for the avoidance of doubt if

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

that role is filled elsewhere, or ceases to exist, BG's obligation shall cease);

- 6.1.4 put forward potential replacement Candidates for a period of 30 days from the date the original Candidate's Engagement terminated.

and in any event BG shall not be bound to provide a replacement Candidate that results in an Engagement.

- 6.2 If BG has agreed in writing to provide a replacement Candidate if the original Candidate's Engagement is terminated (whether as part of Special Terms in accordance with Clause 4.5 or as otherwise agreed writing) and:

- 6.2.1 BG finds a replacement for the Candidate and;

- 6.2.2 the Client (or a Third Party) Engages such replacement and;

- 6.2.3 the Client (or any Third Party) subsequently re-Engages (or Engages) the original Candidate for whom BG found the replacement, in any capacity within 12 calendar months of the date of termination of that original Candidate's Engagement,

the Client shall pay BG a Recruitment Fee calculated in accordance with Clause 4.4 for such subsequent re-Engagement (or Engagement by any Third Party) with no entitlement to any Special Terms, discounted fee or Rebate.

7. Applicant Suitability & References

- 7.1 BG endeavours to ensure the suitability of any Candidate introduced to the Client. BG will make every effort to ensure the suitability of any Candidate on behalf of the Client. BG do not personally establish references and cannot accept responsibility for any loss, expense, damage or delay however occurred arising from the engagement. The client is responsible for taking up satisfactory references. All information provided to the client is done so in good faith. No liability whatsoever is accepted by BG in respect to this clause.

- 7.2 The Client shall notwithstanding, satisfy itself as to the suitability of any Candidate and shall take up any references provided by any Candidate and/or the Company before engaging such Candidate. The Client shall be responsible

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any applicant and satisfy any medical and other requirements or qualifications required by law.

- 7.3 BG endeavours to take all such steps as are reasonable practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

8. Brevere Group Obligations

- 8.1 BG will use its reasonable endeavours to introduce to the Client a suitable Candidate to fill the position which the Client seeks to fill based on the information provided by the Client to BG on the position, including the type of work a Candidate in that position would be required to do. Whilst BG will make every effort to maintain a high standard of integrity and an efficient service, BG gives no warranty as to the suitability of any Candidate. The parties hereby agree that the Client is best placed, and it is entirely the Client's responsibility, to ascertain the suitability of any Candidate introduced.
- 8.2 BG will obtain consent from the Candidate prior to introduction to the Client

9. The Client's Obligations

- 9.1 The Client warrants and confirms that it will give to BG sufficient information in order for BG to select a suitable Candidate(s) for the position the Client seeks to fill, including but not limited to:
- 9.1.1 the identity of the Client and, if applicable, the nature of the Client's business;
 - 9.1.2 the date on which the Client requires a Candidate to commence work and the duration, or likely duration, of the work;
 - 9.1.3 the position which the Client seeks to fill, including, but not limited to, the type of work a Candidate in that position would be required to do,

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

the location at which and the hours during which the Candidate would be required to work, any risks to health or safety known to the Client and the steps the Client has taken to prevent or control such risks;

9.1.4 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, for the Candidate to possess in order to work in the position;

9.1.5 any expenses payable by or to the Candidate;

9.1.6 the minimum rate of remuneration and any other benefits which the Client would offer to a person in the position which it seeks to fill, and the intervals at which the person would be paid; and

9.1.7 where applicable, the length of notice which the Candidate in such a position would be required to give, and entitled to receive, to terminate the Engagement with the Client.

9.2 The Client confirms that, prior to Introduction, BG has supplied it with confirmation that the Candidate is willing to work in the position which the Client seeks to fill.

10. Liability

10.1 BG shall not be liable under any circumstances for any loss, expense, damage, injury, death, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with BG seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of BG to introduce any Candidate.

10.2 BG shall not be liable under any circumstances for any loss, expense, damage, injury, death, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected to any act or omission of any Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise. The Client must satisfy itself with the Applicant suitability by obtaining satisfactory references.

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

- 10.3 BG shall not be liable under any circumstances for any loss, expense, damage, injury, death, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected to the failure of any Candidate to meet the requirements of the Client for all or any of the purposes for which the Candidate is required by the Client
- 10.4 The Client acknowledges that in entering into these Terms it has not relied on any representations, warranties or other assurances by BG other than those expressly set out in these Terms

11 Data Protection

- 11.1 Each party warrants and undertakes to the other that, in relation to these Terms, it shall comply strictly with all requirements of the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.
- 11.2 The parties shall ensure that they shall comply with the provisions and obligations imposed by the GDPR Regulations (the EU General Protection Regulations) which come into force on the 25th May 2018 as they affect and / or supersede the Data Protection Act 1998 ("DPA") and shall indemnify and keep the other party indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this Clause 10.
- 11.3 The parties shall also comply fully with all applicable Guidelines and Codes of Practice issued by the Information Commissioner in the UK from time to time.
- 11.4 The parties shall adhere to all relevant data protection regulations and shall procure that all employees, sub -contractors, agents, suppliers and other relevant third parties do likewise. The parties shall ensure that its employees, sub-contractors, agents, suppliers are sufficiently informed about all relevant data protection regulations to ensure compliance. The parties will make all necessary changes to its systems and procure that its employees, sub -contractors, agents, suppliers and other relevant third parties do likewise to ensure compliance with the General Data Protection Regulation. In particular

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

(but without limitation) the parties undertake that they will employ “data protection by design” and data minimisation principles in the design of all systems holding or processing or intended to hold or process data collected, saved, used and stored by it in connection with this agreement (“Personal Data”) in accordance with good industry practice.

11.5 The parties are obliged to take all necessary technical and organisational measures to ensure the security of all Personal Data. The parties are in particular obliged to protect any data storage or processing systems available to them against any unauthorised access, incidental destruction or loss of any kind by the parties’ own employees and third parties.

11.6 The parties warrant that any interference with Personal Data held by the BG will be able to be traced and the identity of the perpetrator ascertained. The parties will report the loss or theft of any personal data that it holds about or in relation to the other party immediately and will liaise with the other party as to the appropriate action to be taken to minimise the loss resulting.

11.7 In the event that a party becomes aware that it, or any of its staff, agents is processing data in contravention of this clause 11, that party shall promptly give written notice to the other party with full details of such contravention.

11.8 The parties will co-operate and provide reasonable assistance with any proceedings or inquiry by the other party, an affected data subject and/or the Information Commission or other body authorised by statute which are concerned with the DPA/GDPA.

11.9 The parties further warrant to each other that Personal Data cannot be read, copied, changed or removed by unauthorised persons during electronic transfer, transport or storage and that without limitation it will ensure that Personal Data is encrypted in accordance with good industry practice.

12. General

12.1 These Terms are personal to the Client and it shall not be entitled to assign or sub-contract its obligations or rights under these Terms to any third party without the prior written consent of BG. However BG shall be entitled to assign or sub-contract its obligations or rights under these Terms to a third party and, upon any such assignment, without prejudice to the assignor’s

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

rights in respect of matters arising prior to such assignment, all references to BG shall be deemed to refer to the assignee.

- 12.2 Any assignment or sub-contracting of its obligations under these Terms by BG in accordance with Clause 12.1 to a third party which is an agency as defined under Regulation 2 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall be subject to the Client's prior consent (such consent not to be unreasonably conditioned, withheld or delayed).
- 12.3 No variation or amendment to these Terms is effective unless it is confirmed by the Managing Director of BG in writing.
- 12.4 If any provision or any part of these Terms is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:
- 12.4.1 such provision or part shall to that extent be deemed not to form part of these Terms but the enforceability of the remainder of these Terms shall not be affected;
- 12.4.2 to the extent permitted by law, BG and the Client shall negotiate in good faith a replacement to any provision severed under Clause 12.4.1 by a provision which is of similar effect but which is not illegal or unenforceable.
- 11.5 None of the provisions of these Terms is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of BG who shall be entitled to enforce the provisions of these Terms as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 11.6 These Terms shall be governed by and construed in all respects in accordance with the law in England and Wales and, save as otherwise may be elected by BG, are governed by the exclusive jurisdiction of the courts of England and Wales.

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**



BREVERE GROUP

12. Acceptance

In order to accept the Terms & Condition of Business, please take the following action:

Send an email to enquiries@brevere.com containing the following text:

We have received the Terms & Conditions of Business from Brevere Group and agree to the Terms & Conditions within the document. I am authorised to agree to these Terms for and on behalf of (Your Company Name).

enquiries@brevere.com

0333 123 0808

www.brevere.com

**Henderson Business Centre, Ivy Road, Norwich, NR5 8BF
Providian House, 16-18 Monument Street, London, EC3R 8PD**