

Terms and Assignment

1. These terms of business ('the terms') set out the legal relationship between you, the client and DOHR Limited ('we/us'). You become a client when you sign and return our Assignment Details Form.
2. These terms supersede all earlier terms (whether written or oral) and with the Assignment Details Form set out the entire agreement between you and us. They can only be amended if such amendment is recorded in writing signed on behalf of you and us.
3. Your client reference number is can be found on your Assignment Details Form.
4. The terms apply to the work you have asked us to carry out and which is set out in the Assignment Details Form which forms part of the terms. The terms will also apply to any future work you ask us to carry out unless you and we agree in writing to the contrary.
5. The Assignment Details Form specifies the costs for the specific items you have asked us to supply to you at this time. Any further work will be subject to additional fees and based on the frameworks specified below.

Fees

6. Our rates of charge do not normally vary during the course of a project, but may be reviewed if the scope of that project changes
7. Our support fees will be subject to review from time to time based on significant changes in usage or changes in employee numbers.
8. Any changes which will be notified to you will apply from the month following notification.
9. Necessary expenses will be charged at cost and we reserve the right to be paid for substantial outlays in advance.
10. All our charges attract value added tax as appropriate.
11. A Direct Debit Mandate is required prior to the commencement of any work.
12. Our invoices will contain sufficient detail to enable you to identify the work done and the expenses incurred.
13. All invoices must be settled within 7 working days unless these terms are changed in the Assignment Details Form.
14. In respect of travel to the place where you require us to provide our services we will charge mileage at the rate of £0.45 per mile (subject to review from time to time) and travel time may be charged.
15. If you have any query about any charge you should contact DOHR Limited within 5 working days of any invoice or other charge.
16. If our payment terms are not met we will be entitled to suspend or withdraw our services and we will not be liable for any loss which you are caused as a result.
17. If for any reason it is not possible for us to complete the work which we have been asked to carry out we will be entitled to be paid for the work done to date.
18. In the event of late payment of fees, we retain the right to charge interest subject to statutory interest as defined by The Late Payment of Commercial Debts (Interest) Act 1998.
19. In the event of failure to pay, all fees incurred as a result of debt recovery will be added to your outstanding balance.

Duration, Fees and Notice

20. All notice must be provided in writing by you and be acknowledged by us. Email is acceptable by both parties.
21. Assignments
 - a. Support Contract
 - i. An HR Support Contract is for an initial 12 month period
 - ii. Thereafter, the contract will be renewed annually and written notice of 3 months is required.
 - iii. Fees will be taken on a monthly basis.
 - b. Ad-hoc Support
 - i. There is no minimum term or minimum usage for ad hoc support
 - ii. Invoices will be raised monthly for all time used within the month. Where no time is used, no invoice will be raised.
 - c. Fixed Fee Projects
 - i. The duration of a project will be agreed at project initiation and will be subject to the availability of both parties
 - ii. Fees will be due in line with the schedule specified in your Assignment Details Form
 - iii. Where the work relates to a contract of employment or employee handbook, 50% of fees are to be paid up front by you; the remaining 50% after 2 months or sign off, whichever is sooner.
 - iv. Should you wish to cancel a consultancy project, 1 month's notice is required and associated fees as per the project brief will be charged.
 - d. Recruitment
 - i. If a % option has been selected, fees will be due on day one of employment
 - ii. If a fixed fee' option has been selected, fees are due as follows:
 - 50% on instruction
 - 50% on day one of employment
 - iii. Our philosophy is placing the right people first time and therefore we offer a free replacement if employment is terminated within their contractual probation period (up to 6 months).
 - iv. This is not applicable to extended probation periods and only applies if payment terms are met and where payment has been made within 7 days of the invoice date (clause 8).
 - v. We must be notified within 5 working days of the candidate being given notice / terminated (whichever is sooner), if you wish to claim a free replacement.
 - vi. No refund of fees is available and The Replacement Guarantee only applies once per role.

Confidentiality and Intellectual Property

22. We will treat all information provided to us by you or on your behalf as confidential and will not release it except as authorised by you or as required by law or an order of a court of competent jurisdiction.
23. The intellectual property rights in all work carried out and documents of any sort generated (whether in print, electronically or otherwise) by us for you remain our property for all purposes and may be reproduced by you only as reasonably necessary for your own internal purposes. You must not use any documentation provided to you in any way that infringes the Company's intellectual proprietary rights.

You must not use, copy or reproduce any documentation provided by us with a view to profit or gain. In addition, you must not sell or distribute any documentation provided to you by us to any third part without the Company's consent.

24. We will on request return to you on the completion of any work any documents of yours which we hold but we shall be entitled to retain copies for our records.
25. We give you notice that we will while engaged to work for you also accept instructions to work for other clients and we will determine at our discretion how we allocate our resources between different clients. Nothing in these Terms shall constitute a partnership between you and us and no employee of ours will as a result of these terms become an employee of yours. We will not act as your agent nor purport to enter into any contract or arrangement on your behalf without your prior written instructions and authority.
26. You agree not to solicit, induce or attempt to solicit or induce any person who is a director, manager, employee or worker with us, whether you had personal dealings with that person or not, to cease working for the Company at any time, to work either on your behalf or on behalf of others in any capacity either during or after employment with us. In the event you are in breach of this clause, the Company will invoice you a recruitment fee for such solicitation or inducement at 35% of that director, manager or employee or worker's salary as at the date of their termination of employment. Such fees will immediately be due to DOHR Limited and will be considered in the circumstances just and reasonable compensation in respect of losses suffered by the Company.
27. Except as expressly provided in these Terms, the Company shall not be liable to you or to any other person for any loss, damage, cost or expense relating to the services provided to you under this Agreement howsoever arising and the Company shall not be liable in any event for any consequential damages or indirect loss suffered by you, your employees or any other party.

Legal Enforcement

28. If any provision of these Terms are held invalid, illegal or unenforceable for any reason by any Court or competent Jurisdiction, such provision shall be severed and the remainder of the provisions of these Terms shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

Customer Complaints

29. We strive to provide an effective and timely service. In the unlikely event of any complaint or concern the matter should be raised at the earliest opportunity with Donna Obstfeld who will do her best to resolve it. If you remain dissatisfied you should put your comments in writing and send them to us. We will appoint an outside independent suitably qualified person to consider the matter and recommend a solution. Except for the purposes of recovery of sums due on our invoices neither you nor we will commence legal action against the other without first endeavouring to resolve the dispute between us and considering the use of mediation. Complying with the terms of this clause of the terms is a condition precedent to the issuing of a claim form. The terms and any dispute between us shall be subject to the laws of England & Wales to whose courts' exclusive jurisdiction you and we will submit.

Acceptance of Terms

30. These terms, together with the Assignment Details Form, form part of our proposal to you and by accepting the proposal you are also accepting the terms upon which we are carrying it out. You should raise any queries you have concerning the terms before signing the Assignment Details Form to signify acceptance of it. Signing the Assignment Details Form will signify your acceptance of these terms but the terms will anyway apply if having received the terms you continue to instruct us to carry out work for you.