

TERMS AND CONDITIONS OF BUSINESS

1. Introduction

1.1 These Terms of Business ("Terms") govern the provision of services by PicklePoint ("the Company") to its clients ("Client"). By engaging the Company's services, the Client agrees to be bound by these Terms.

2. Services

2.1 The Company provides the following services:

- Recruitment
- Business Coaching
- Branding Solutions

3. Service Agreement

3.1 A separate Service Agreement (Or quotation) will be executed for each engagement, outlining specific terms, deliverables, timelines, and fees.

3.2 In case of any conflict between these Terms and a Service Agreement, the terms of the Service Agreement shall prevail.

4. Fees and Payment

4.1 Fees for services will be outlined in the Service Agreement (Or Quotation).

4.2 Payments are due as specified in the Service Agreement and as displayed on the final payment invoice. Unless otherwise agreed, payments are due within 30 days of the invoice date.

4.3 Late payments may incur interest at a rate of 5% per month.

4.6 PicklePoint will not invoice for payment until the candidate has successfully completed a full 5 business days with the client.

4.7 All payments made to PicklePoint are non-refundable, Unless otherwise agreed as part of a recruitment placement fee rebate structure.

5. Confidentiality

5.1 Both parties agree to keep all confidential information obtained during the term of this agreement and the performance of the services confidential and not to disclose it to any third party without the other party's prior written consent.

6. Intellectual Property

6.1 All intellectual property rights in any materials produced or developed by the Company in connection with the services will remain the property of the Company unless otherwise agreed in writing.

6.2 The Client is granted a non-exclusive, non-transferable licence to use the deliverables for their own internal purposes.

7. Recruitment Services

7.1 The Company will provide recruitment services as agreed, but makes no guarantee regarding the suitability of any candidates provided, It is the clients responsibility to ensure the candidate is both competent and qualified to undertake the job in hand.

7.2 The Client is responsible for conducting its own due diligence and background checks on candidates, We will at the best of our ability make sure the vetting process includes all of the standard onboarding requirements such as "right to work checks" however it is the clients sole responsibility to ensure that the candidates are legal and compliant to work within their business.

8. Business Coaching

8.1 The Company will provide business coaching to support the Client's development goals as outlined in the Service Agreement.

8.2 Results from coaching are not guaranteed and depend on the Client's commitment and effort.

9. Web Design Services

9.1 The Company will deliver web design services as specified in the Service Agreement (Or Quotation).

9.2 Any changes to the scope of work after the Service Agreement has been signed may result in additional fees.

9.3 The client has a responsibility to respond/approve drafts, edits and amendments within 48 hours via email, If the client has not responded within the 48 hour period PicklePoint may charge additional fees for further changes.

10. Termination

10.1 Either party may terminate the Service Agreement by giving 30 days' written notice to the other party.

10.2 The Company may terminate the Service Agreement immediately if the Client fails to make any payment due or breaches any material term of the Service Agreement.

10.3 Upon termination, the Client will pay the Company for all services rendered up to the date of termination.

11. Liability

11.1 The Company's liability to the Client for any claim arising out of or in connection with the provision of the services is limited to the amount of fees paid by the Client for the services.

11.2 The Company is not liable for any indirect, special, or consequential losses, or for any loss of profits, revenue, or data.

12. Governing Law

12.1 These Terms and any Service Agreement are governed by and construed in accordance with the laws of the United Kingdom.

12.2 Any disputes arising out of or in connection with these Terms or any Service Agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

13. Miscellaneous

13.1 Any amendments or variations to these Terms must be in writing and signed by both parties.

13.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

13.3 These Terms, together with any applicable Service Agreement, constitute the entire agreement between the parties and supersede all prior agreements, understandings, and representations.

Client Acknowledgment and Agreement

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by the Terms of Business outlined above, as well as any specific terms and conditions detailed in the corresponding Service Agreement.

Client Information:

Client Name:
Company Name:
Address:
City, State, ZIP Code:
Email Address:
Phone Number:

Authorised Client Representative:

Name:	
Title:	
Signature:	
)ate:	