

## **Terms and Conditions for Provision of Recruitment Services by Job in Kathmandu Valley**

Job in Kathmandu Valley (“the company”) locates, selects and places candidates for either permanent/temporary employment or engagement as an independent contractor (“candidate”) to client businesses (“the client”) on the following terms and conditions. The candidates' or clients' registration in Job in Kathmandu Valley’s website.

### **1. ACCEPTANCE**

1.1 These terms and conditions apply to all referrals of candidates made to a client by the Company for either temporary/permanent employment or contract engagements, subject only to any variation recorded in writing and mutually agreed to by the parties.

1.2 These terms and conditions also apply to any other consultancy services provided by the Company to the client, unless any variation is recorded in writing and mutually agreed to by the parties.

### **2. ADDITIONAL TERMS**

2.1 These terms and conditions (subject only to any written variation outlined under clause 1) compromise all of the terms, representations and warranties between the parties and take precedence over any prior discussions and/or agreements covering the services to be provided under this agreement by the Company to the client.

2.2 Any implied terms, conditions or warranties are expressly excluded from this contract.

### **3. FEES**

3.1 Where a candidate is introduced by the Company to a client and that candidate is employed by either the client or an associated party of the client then the Company’s Standard fee as agreed upon earlier (via email) will be payable by the client.

3.2 The client shall pay the Company the applicable fee even if the candidate is employed by the client in a different capacity or on a different basis to what the candidate was originally introduced for.

3.3 The introduction period will run for a period of 3 months, with such period commencing from the initial date of joining by the candidate. If the candidate leaves within the three months from the date of joining by the candidate, the Company shall provide alternative replacement to the client at no cost.

3.4 For the candidate(s), NO FEES shall be applied at any stage of recruitment by the Company.

### **4. PAYMENTS**

4.1 The client will make necessary payments, as agreed upon earlier (via email) against the proposal sent to the client by the Company.

### **5. CONFIDENTIALITY**

5.1 Any information supplied to a client by the company regarding a candidate is done so on a strictly confidential basis to enable the client to assess a candidate’s suitability for the position and except where authorized or required by law shall not be disclosed to any third party without the express written consent of the Company.

5.2 All information disclosed by a client to the company will be held confidential by the company and will not be disclosed to any third party without the consent of the client.

5.3 Any confidential information provided by a client to the Company may be accessed by any agent, employee or affiliate of the Company in order to complete a successful candidate placement for the client.

## **6. LIMITATION OF LIABILITY**

6.1 The company endeavors to obtain accurate details on all candidates including their qualifications and experience. The company is however reliant on the integrity of information supplied to it by potential candidates placed by the Company.

6.2 The company accepts no responsibility or liability to a client or any associated party whether in contract, tort, statute or otherwise for any error, omission or loss (whether indirect, direct or consequential), costs or expenses (including legal costs) incurred as a result of a candidates acts or omissions.

6.3 The client agrees to indemnify the Company against any claim that may arise due to the actions or omissions of a candidate.

6.4 The client acknowledges and agrees that they are solely responsible for the recruitment decision they make. It is important that the client is entirely satisfied with a candidate before engagement.

6.5 If the company's liability to a client cannot be excluded by operation of law then the company's liability is limited (at its option) to either the resupply of the relevant services or the cost of the resupplying the relevant services.

## **7. GOVERNING LAW**

These terms and conditions are governed by the law of Nepal.

## **8. CONTRACT & PROJECT POSITIONS**

8.1 Fee and guarantee periods for either contract or special project personnel are subject to negotiation between the Company and client.

8.2 Any agreement regarding the placement of a candidate for contract or project position must be recorded in writing between the parties to be binding.

## **9. ACCEPTANCE**

By communicating via our website you have read, understand and agree to Job in Kathmandu Valley's Terms and Conditions.