

1. These Terms and Conditions of Business are between Agenda Security Services, a division of Agenda Resource Management Ltd, hereinafter called the Screening Business and the hirer hiring the Employee (hereinafter called the Client).
2. All instructions from the Client to the Screening Business for the security screening of an employee or a prospective employee or a temporary employee or volunteer (hereinafter called an Employee) are subject to these Terms and Conditions which shall be deemed to be incorporated into any contract between the Screening Business and the Client for the security screening of an Employee.
3. The Client agrees to pay the charges set out in the Screening Business quotation, Service Level Agreement (SLA) or otherwise agreed between the Screening Business and the Client in writing. Details of charges are available on application and, unless otherwise stated, are exclusive of VAT, which shall be charged in addition. The Screening Business reserves the right to charge any additional sums (plus VAT), which are required as a result of the Client's instructions or lack of instructions or the inaccuracy of any information, supplied by the Client.
4. Charges are invoiced monthly and are payable (without set-off or any other deduction) within 30 days of the Screening Business. Invoice. A surcharge may be incurred by the Client of 2.5% for each period of 7 days of delayed payment.
5. The Screening Business offers several levels of security check, the Client's specific requirements will be detailed in the SLA, changes to the requirements and/or prices will be documented in a revised and mutually agreed/signed SLA.
6. The Screening Business shall carry out the agreed level of security screening with all reasonable diligence, care and skill and, as far as reasonably possible within the timescales set out in paragraph 5 above. However, the Client acknowledges that in conducting the security screening and providing a written recommendation, the Screening Business relies on information provided by third parties, and the Client accepts that the Screening Business has no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising out of any false, misleading, inaccurate or incorrect information supplied by the Employee, the Client or any third party provided that the Screening Business has complied with its obligation to exercise all reasonable diligence, care and skill.
7. Except in respect of any fraudulent misrepresentation by the Screening Business or any death or personal injury caused by the negligence of the Screening Business, the Screening Business shall have no liability to the Client (by reason of any negligence, breach of contract or otherwise) for any indirect, special or consequential loss, damage, costs, expenses or other claims (including loss of profits, loss of future business, damage to reputation) arising out of or in connection with the provision of security screening services.
8. The entire liability of the Screening Business in respect of any claim or claims arising out of any event or series of connected events shall not exceed £100,000.
9. Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
10. The Screening Business may at any time without notifying the Client make any changes to the security screening services which are necessary to comply with any applicable security or statutory requirements.
11. The Client shall at its own expense supply the Screening Business with all the necessary information and documentation requested by the Screening Business to enable the Screening Business to carry out the required security checks within the specified timescales. The Client shall ensure the accuracy of all such information and documentation supplied.
12. The Screening Business shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay or failure in carrying out security checks or providing a report or performing any of the Screening Business's other obligations if the delay or failure was due to any cause beyond the Screening Business's reasonable control.
13. A person who is not a party to a contract to which these Terms and Conditions apply shall have no right to enforce any term of that contract under the Contracts (Rights of Third Parties) Act 1999.
14. The Screening Business is a registered data controller and shall, in carrying out security screening services, comply with its obligations in respect of the processing of personal data under the Data Protection Act 1998.
15. The Client shall not disclose any confidential information about the Screening Business, its employees or its business or business methods which may come into its possession or knowledge as a result of any instructions envisaged by these Terms and Conditions.
16. The Screening Business shall not disclose (save as may be necessary to carry out the required security checks) any confidential information about the Client, its employees or its business or business methods which may come into its possession or knowledge as a result of the receipt of any instructions to which these Terms and Conditions apply.
17. No variation can be made to these Terms and Conditions without the written consent of a Director of the Screening Business.
18. These Terms and Conditions shall be governed by and construed in accordance with the laws of England.