

## TERMS & CONDITIONS OF BUSINESS

### 1) DEFINITIONS

In these Terms and Conditions the following expressions shall have the following meanings:

- a) **"Assignment"** means a three stage Search Assignment or two stage Retained Assignment undertaken by the Consultancy for the Client as detailed in the Assignment Proposal.
- b) **"Assignment Fee"** means the fee payable by the Client to the Consultancy in respect of a Search Assignment or Retained Assignment as detailed in the Assignment Proposal.
- c) **"Introduction fee"** means the fee payable by the Client to the Agent upon the engagement of an Applicant introduced by the Agent, being a rate of 25% of the Applicant's salary.
- d) **"Assignment Proposal"** means the initial proposal document submitted by the Consultancy to the Client in respect of the Assignment.
- e) **"Associated Employer"** means a holding company or subsidiary of the Client as defined in the Companies Act 1985 or an associated company of the Client as defined in s416 of the Income and Corporation Taxes Act 1988.
- f) **"Candidate"** means any person who is either registered with or approached by the Consultancy in relation to the Assignment and who may be suitable for a position with the Client.
- g) **"Client"** means any person, firm or company to whom services are provided by the Consultancy.
- h) **"Consultancy"** means Corporate Solutions.
- i) **"Contingency"** means work undertaken by the Consultancy for the Client where payment for the Consultancy's services shall be contingent upon the Client making an offer of engagement to a Candidate introduced by the Consultancy.
- j) **"Engagement"** means the appointment of the Candidate by the Client or any third party, whether on an employed or self-employed basis and whether or not such engagement relates to the specific Assignment for which the Candidate was originally introduced.
- k) **"Introduction"** means any introduction to the Client as referred to in clause 3.
- l) **"Introduction Fee"** means the fee payable by the Client to the Consultancy upon making an offer of engagement to a Candidate introduced by the Consultancy.
- m) **"Regulations"** means the conduct of Employment Agencies and Employment Business Regulations 2003 and any amendments thereto.
- n) **"Salary"** means:-
  - i) if the Candidate is engaged as an employee of the Client, the Candidate's estimated gross annual remuneration package including any vehicle allowance, guaranteed bonuses, geographical weighting and all other taxable emoluments payable to the Candidate. For the purposes of calculating the Introduction Fee, an agreed sum will be added to the basic salary of the Candidate when a Company Vehicle is provided as part of the overall remuneration package;
  - ii) if the Candidate is engaged on a self-employed basis, the estimated fees to be paid to the Candidate for the services provided in the first year, excluding VAT.

### 2) ASSIGNMENT FEES

- a) Where the Consultancy conducts a Search Assignment for the Client:
  - i) the Client shall be liable to pay:
    - (1) a first-stage Assignment Fee when the Client accepts the Assignment Proposal, whether such acceptance is communicated by post or by electronic means; and
    - (2) a second-stage Assignment Fee when the Consultancy submits a shortlist of Candidates to the Client, whether such submission is communicated in person, in writing or by any other means; and
    - (3) a third-stage Assignment Fee when a Candidate who has been introduced by the Consultancy accepts an offer of engagement from the Client or an Associated Employer.
      - ii) the first-stage Assignment Fee referred to in 2) a) i) (1) above shall not be refundable once the Assignment has commenced
      - iii) cancellation or suspension of the Assignment by the Client once the Consultancy has commenced the research towards the candidate shortlist will result in the second-stage Assignment Fee becoming chargeable.
- b) Where the Consultancy conducts a Retained Assignment for the Client:
  - i) the Client shall be liable to pay:
    - (1) a first-stage Assignment Fee when the Client accepts the Assignment Proposal, whether such acceptance is communicated by post or by electronic means; and
    - (2) a second-stage Assignment Fee when a Candidate who has been introduced by the Consultancy accepts an offer of Engagement from the Client or an Associated Employer.
  - ii) the first-stage Assignment Fee referred to in 2) b) i) (1) above shall not be refundable once the Assignment has commenced.
- c) Where the Consultancy conducts a Search Assignment or Retained Assignment for the Client:
  - i) In addition to the Assignment Fee, the Client shall be liable to pay:
    - (1) travelling, hotel and general expenses of the Consultants in the performance of the Assignment;
    - (2) mileage expenses of the Consultants at 40 pence per mile.
    - (3) travelling and hotel expenses of the Candidates where necessary; and the Consultancy shall refer to the Client any expenses exceeding £250.00 in advance for authorisation.
  - ii) any subsequent variation by the Client to the job specification or remuneration package detailed in the Assignment Proposal will result in an amended Assignment Fee and reasonable additional research fees unless otherwise agreed by the Consultancy.
  - iii) the Assignment shall be for the recruitment of no more than one candidate and the Assignment shall be deemed to be fulfilled as soon as a Candidate accepts an offer of engagement from the Client.
- d) the Client shall pay the Consultancy on a Contingency basis in accordance with the flat fee stated within the Assignment Proposal for any additional Candidates who are introduced to the Client pursuant to the Assignment and are subsequently recruited by the Client in addition to the Candidate described in 2) c) iii) above and where the Consultancy conducts work for the Client on a Contingency basis, the Client shall be liable to pay:
  - i) the Introduction Fee when a Candidate who has been introduced by the Consultancy accepts an offer of Engagement from the Client or an Associated Employer.

### 3) INTRODUCTION

- a) The Introduction of a Candidate to the Client shall be deemed to be effective following:
  - i) the Candidate being included within a shortlist which the Consultancy presents to the Client, whether in person or by any other means; or
  - ii) the Consultancy providing any other information which identifies the Candidate or from which the Client may deduce the identity of the Candidate.
- b) Whether the Candidate was previously known to the Client or not, a Candidate shall be deemed to have been introduced to the Client exclusively by the Consultancy unless, prior to the Introduction, the Client gives notice to the Consultancy that it has already been in contact with the Candidate and is able to substantiate such notice to the Consultancy's reasonable satisfaction.
- c) The benefit of an Introduction made by the Consultancy shall not be capable of assignment by a Client and if a Client passes the benefit of an Introduction to any third party and an Engagement results, the Client will be charged an Introduction fee as though the Candidate has been engaged by the Client on the terms that the Candidate has been engaged by the third party.

### 4) LIABILITY & OBLIGATIONS

- a) The Consultancy shall make its best endeavours to ensure the suitability of Candidates, to obtain confirmation of any academic and professional qualifications and to obtain references for the Candidate in accordance with the Regulations but the Client should make its own enquiries to satisfy itself as to the suitability and competence of the Candidate for the specific role.
- b) The liability of the Consultancy to the Client for their negligence in the performance of the Assignment shall be limited to the amount paid by the Client to the Consultancy in respect of the Assignment, shall be limited to direct losses only and for the avoidance of doubt, the Consultancy shall not be liable for any indirect, consequential, or special losses, loss of profit or loss of opportunity or any other expenses suffered or incurred by the Client arising from or connected with the services provided by the Consultancy or the recruitment or engagement of the Candidate, howsoever arising. Nothing in this clause shall be deemed to limit or exclude liability for personal injury or death arising from the Consultancy's negligence.
- c) A Candidate's details are provided in the strictest confidence to the Client only for its information and on the basis that they are not to be disclosed in any way to any other person without the written consent of the Consultancy.
- d) The Client shall not approach the Candidate's current employer for a reference until the Client has made an acceptable written offer of engagement to the Candidate and such offer has been accepted.
- e) The Client agrees with the Consultancy:
  - i) to notify the Consultancy in writing forthwith and provide details of the position offered including the salary, provision of a Company Car and proposed commencement date when:
    - (1) an offer of Engagement is made by the Client or an Associated Employer to an Candidate introduced by the Consultancy within 12 months of such introduction; and
    - (2) such an offer is accepted; and
    - (3) upon the engagement by the Client or an Associated Employer of an Candidate introduced by the Consultancy;
  - ii) to pay to the Consultancy the Introduction fee and all other amounts payable to the Consultancy hereunder within 30 days of the date of the Consultancy's invoice, without deduction, counterclaim or set off.

### 5) INTERNATIONAL CLIENTS

In respect of a Client whose registered office or place of business is located outside of the United Kingdom, the following conditions shall apply:

- a) Payments shall be made by direct transfer into the Consultancy's bank account.
- b) Invoices shall be submitted and paid in pounds sterling. The exchange rate used to calculate the pounds sterling value of the Salary will be that quoted by Barclays Bank on the invoice date.
- c) The Client shall be responsible for arranging and paying:
  - i) all costs in respect of travel of the Candidate to the work location including air fares, airport taxes and surcharges; and
  - ii) all costs in respect of visas, work permits, residence permits, exit visas, medical certificates, health and fitness tests and such other documentation as may be required to enable the Candidate to travel to and to perform the duties in the work location.
- d) The Consultancy shall not in any event be responsible for any expenses, costs, or damages (direct or indirect) incurred by the Client by reason of delays in or failure of departure or transportation for any reason whatsoever.
- e) All Candidates to be engaged by the Client must have accepted a contract of employment prior to leaving their country of residence.

### 6) GENERAL PROVISIONS

- a) These Terms and Conditions shall be read in conjunction with the Assignment Proposal and where any provisions conflict, the Assignment Proposal shall take precedence. No other terms and conditions, whether express or implied, form any part of the agreement between the parties and no variation to these Terms and Conditions shall be valid unless confirmed in writing by a Director of the Consultancy.
- b) Either party may terminate this contract with immediate effect if the other party is dissolved or insolvent, has an administrator appointed or has a winding-up petition presented against it.
- c) Neither party shall be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage or weather conditions.
- d) Any failure by the Consultancy to insist upon strict performance of these Conditions shall not be deemed a waiver of any of its rights or remedies nor be deemed a waiver of any subsequent default by the Client.
- e) The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or Conditions.
- f) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.
- g) For the purposes of the Regulations, the Company shall operate as an Employment Agency in respect of all services provided to the Client.
- h) The interpretation and application of the Contract shall be in accordance with English Law and both parties hereby agree to the exclusive jurisdiction of the English Courts.