

## TERMS OF BUSINESS

### Standard Terms and Conditions of Business

#### 1. Terms and Conditions

The terms and conditions set out below (hereinafter referred to as the "Terms and Conditions") will apply to all introductions made by Obtain Consulting Limited ("the Company") to a hiring client (hereinafter referred to as the "Client") unless otherwise agreed by the Company in writing.

Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, it is agreed as follows:

#### 2 Definitions

In these Terms of Business the following definitions apply:

1.1. **'Obtain Consulting Group', 'we', 'us', 'our'** means Obtain Consulting Limited, whose registered offices are: 14-30 City Business Centre, Hyde Street, Winchester, England SO23 7TA

1.2. **'Client', 'you', 'your'** means the person; firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the applicant is introduced;

1.3. **'Applicant'** means the person introduced by Obtain Consulting Group to the client for an engagement including any member of our own staff or if the applicant is a limited company;

1.4. **'Engagement'** means the engagement, employment or use of the applicant by the client or any third party on a permanent or temporary basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement or arrangement, or any other engagement, directly or through a limited company of which the Applicant is an officer or employee;

1.5. **'Introduction'** means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to Obtain Consulting Group to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information, verbally or in writing, which identifies the Applicant and which leads to an Engagement of that Applicant;

1.6. **'Remuneration'** includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of an employer provided vehicle (where the Client provides a company car, a notional amount of £5,000.00 will be added to the salary in order to calculate Obtain Consulting Group's fee) and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the applicant for services rendered to or on behalf of the client.

The headings within these Terms of Business are for convenience only and have no legal effect.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

References to clauses and schedules are to clauses of and schedules to this agreement only.

#### 2 Introduction

2.1 An introduction shall be deemed to have occurred when any employee or representative of a client requests contact with a Candidate either in writing or orally or howsoever communicated. For the purposes of these Terms and Conditions, a Candidate is defined as an individual registered with the Company who has been introduced to the Client as a potential job applicant and includes any further introductions by such individual if, for example, the individual is part of a multiple or team move.

2.2 An appointment occurs immediately when the Client offers employment to any Candidate(s) and that Candidate(s) accept such employment. In the event of multiple hires or team hires then a fee will apply to each and every individual Candidate in accordance with clause 3 below.

2.3 The Client agrees to inform the Company in writing as soon as an appointment has been made.

2.4 If a Candidate is appointed within the twelve months following the initial introduction or any subsequent re-introduction then such an appointment will represent an appointment as governed by the terms and conditions of the business as set out herein.

2.5 All Candidate information is strictly confidential and if the Client distributes a Candidate's details to a third party following such details being supplied by the Company and these details result in the employment of a Candidate by a third party then the Client is liable to pay the Company the full fee.

2.6 The Client has the liability for ensuring the appropriateness and capability of a Candidate for employment. The Client is also deemed responsible for taking references to substantiate skills, qualifications, integrity, the satisfaction of medical needs and the requirement of any work permits.

2.7 The Company is not liable to the Client (or its agent or representative) in any respect whatsoever for any loss, damage, costs or expenses for which the Client may become liable arising out of or in connection with the introduction to or appointment by the client of a Candidate.

### **3 Fees**

3.1 The Client must pay a fee to the Company for each Candidate it appoints (and under the provision of clause 2.5 above) as set out in this clause 3. Fees are based on a percentage of the Candidate's first year salary or draw. Salary or draw includes all guaranteed income and indicated and guaranteed bonuses. Where a Candidate is employed on a commission only basis without a draw, the fee will be calculated as a percentage of the Candidate's total earnings in the year prior to the offer of employment or their last base salary, whichever is the larger, unless an alternative calculation is agreed in advance with the Client. Where a Candidate is to be compensated for a period of less than 12 months the fee shall be calculated on a pro rata basis as if the compensation were for 12 months.

3.2 The Client must inform the Company of the total remuneration being offered to the Candidate, when it makes an offer to a Candidate.

3.3 The Company's fees are as follows:

Contingency appointment 25% of candidate's first year remuneration

Retained appointment 35% of Candidate's first year remuneration

3.4 Whether an appointment is a contingency or retained appointment is to be agreed between the Company and the Client before the introduction of the Candidate occurs.

3.5 A minimum charge of £6,000 will apply to any engagement where the total annual remuneration is less than £20,000 per annum.

### **4 Payment of Fees**

4.1 All invoices are payable within 21 days of the date of the invoice.

4.2 If the payment is not made within the 21 days the Client will be required to pay interest on the amount due under the invoice of 2% above Bank of England's base rate from time to time until payment of the invoice.

4.3 If the Company incurs any legal costs arising from or as a result of non- or late payment of the invoice, the Client will become liable for such costs.

### **5 Rebate**

5.1 Where the Candidate's employment is lawfully terminated by the Client within five weeks of the starting date of such employment then the Company will reimburse the Client at a rate of 20% of the fee for each week of that five week period that is not worked provided that the Client informs the Company in writing of the termination and providing that the Client has paid the fees in full within 21 days of the date of the invoice.

5.2 No rebate will be payable to the Client if:

5.2.2 The Candidate is made redundant; or

5.2.2 If the cause of termination is not related to the Candidate's ability, honesty or character; or

5.2.3 If the Client fails to pay the invoice within 21 days of the date of the invoice; or

5.2.4 If the Client fails to notify the Company in writing within 14 days of the termination of employment; or

5.2.5 If the Client withdraws an offer after the Candidate has accepted the offer unless such withdrawal relates to a written condition of offer.

### **6 Invalidity:**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

### **7 The Contracts (Rights of Third Parties) Act 1999:**

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

### **8 Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement.