

Headhunting Services

This Agreement is made between:

	“Us”	“You”
Full name	Fairfax Management Consultants Ltd	
Registered Office <i>(or, if applicable, principal place of business)</i>	2 Henley Way Doddington Rd Lincoln LN6 3QR UK	
Company number, if applicable	03870447	

FEE
[25%] of Candidate’s total annual gross Basic Salary.

REBATE FEES	
Week after Appointment in which the Candidate leaves	% of Fee refunded
1-4	66%
5-12	33%

This Agreement shall comprise the following:

- (i) This signature sheet; and
- (ii) The Client Brief attached; and
- (iii) Our How We Work With You Terms and Conditions (the "Terms and Conditions").

You acknowledge that you have read and understood the Terms and Conditions and agree to be bound by them. The date of this Agreement shall be the latest date of signature below.

	Us	You
Signature of authorised signatory		
Name		
Position		
Date		

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HOW WE WORK WITH YOU

We are pleased to be considered suitable to provide you with candidates. This Agreement explains how we will work with you.

1. Our Contract

Irrespective of when you sign this contract in consideration of our responding to your Client Brief this contract begins and you will have accepted its terms on the occurrence of an Introduction Event, whether or not you then go on to employ that Candidate.

The terms and conditions in this contract will apply in preference to any that you put forward.

2. Our Services

In response to the Client Brief and in consideration of you paying the applicable Fees we will provide you with the Headhunting Services.

We will use all due skill, care and attention to Introduce you to a Candidate suitable to carry out the work specified in the Client Brief.

When we Introduce a Candidate to you for employment, we are acting as an employment agency as defined in the Regulations.

3. Your Obligations

You must immediately tell us if the Candidate starts an Appointment with you or accepts an offer of employment with you or if you in any other way directly or indirectly Appoint a Candidate that we have introduced to you.

You acknowledge and agree that by asking us to carry out Headhunting Services on your behalf you authorise us to act on your behalf for that purpose.

You will provide us with the Client Brief.

By agreeing to Appoint or make use of a Candidate in any way, you will be obliged to pay us the Fee.

4. Payment Terms

Unless otherwise agreed in writing the Fee shall be split into three equal instalments payable by you as follows:

- | | |
|----------|---|
| Stage 1: | Engagement Fee – due immediately upon acceptance of these Terms and Conditions; |
| Stage 2: | Shortlist Fee – due immediately upon agreement by you of Candidates shortlisted for interview. A shortlist can comprise one or more Candidates. All relevant expenses incurred by the Company will be invoiced at this stage; |
| Stage 3: | Placement Fee – due immediately when the selected Candidate has accepted your Appointment offer. All relevant expenses incurred by us will be invoiced at this stage. |

The Placement Fee charged for the Introduction of any Candidate for an Appointment is applicable for one Appointment only.

For each additional Candidate Introduced by us and Appointed by you, you shall pay a further Fee.

If you withdraw your instructions for us to provide Headhunting Services before any Appointment all of our outstanding invoices will be payable immediately and we reserve the right:

- (a) to raise an invoice for the Shortlist Fee if the Agreement is terminated either:
 - a. before we present a shortlist of Candidates to you; or
 - b. where we have identified Candidates which in our reasonable opinion meet the specification provided by you; and
- (b) to raise an invoice for 50% of the Placement Fee (if the Agreement is terminated after agreement of the shortlist of Candidates) in recompense for professional time invested in the executive search

If, after an offer of employment has been accepted by a Candidate, you withdraw the offer, we reserve the right to raise an invoice for the Placement Fee which you will be liable to pay.

You will be liable to pay us fees if, following a Candidate's unsuccessful application to you via us either:

- a) you, with or without notifying us, Appoint that Candidate in any capacity within 12 months of us having Introduced or Re-Introduced the Candidate to you; or
- b) you or your employee, agent or subcontractor, with or without notifying us, refer or Introduce that Candidate to a third party, including an Affiliate, and that third party Appoints the Candidate in any capacity within 12 months of our having Introduced or Re-introduced the Candidate to you.

The fees due following the appointment of a previously unsuccessful candidate will be either:

- a) in the case that no appointment was made in the project, the fees due will be calculated as the Fee less any amounts invoiced as Engagement Fee, Shortlist Fee or cancellation fees; or,
- b) in the case that an appointment was made in the project, the appointment of a previously unsuccessful candidate is an additional placement and a full Fee will be due.

If a Candidate leaves your employment within 12 weeks of having commenced employment we may, at our option either (i) pay a rebate to you as set out in the signature sheet provided; (ii) provide a replacement candidate; (iii) provide neither if we consider the circumstances of departure do not qualify for our rebate or replacement policy. We shall assess, acting reasonably, on a case by case basis whether a rebate or replacement is due taking into consideration the circumstances of departure. We will not pay a rebate or provide a replacement if the departure is due to redundancy, constructive dismissal, or otherwise for reasons that are not directly associated with the Candidates suitability for the role as reflected in the original job description. To be eligible for a rebate or replacement you must immediately inform us in writing of the departure and must have paid us the all Stage Fees in full within 30 days of the date of each of our invoices (or as otherwise stated on that invoice). If you or any Affiliate Appoints or Re-appoints the Candidate within 12 months of the date of termination of the Appointment, you will repay any rebated payment to us. For the avoidance of doubt any rebate by us will not include expenses properly incurred by us for the purpose of providing the Recruitment Services.

All amounts stated are exclusive of VAT, which will if applicable be charged in addition at the rate in force at the time you are required to make payment.

If you don't make a payment by the date stated as provided for in these Terms and Conditions, we will be entitled:

- a) to charge interest (both before and after any judgment) on the outstanding amount at the rate of 2% a year above the base lending rate of HSBC Plc, accruing daily;
- b) not to perform any further Headhunting Services (or any part of the Headhunting Services).

All sums due or payable by you under this Agreement must be paid in full and clear of any deduction, set off or save as required by law.

We will not rebate any Fees except as stated in this Agreement (or as otherwise agreed by us in writing).

5. Liability

Whilst we make every effort to give you satisfaction by ensuring reasonable standards of skills, integrity and reliability from Candidates based on the details you provide, we accept no liability for any loss, expense, damage, costs or delay arising from the failure to provide a Candidate for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Candidate or if the Candidate terminates the Assignment for any reason. For the avoidance of doubt, we do not exclude liability for death or personal injury arising from our own negligence.

The Candidates that we provide to you are deemed to be under your supervision once Appointed. You will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Candidate. You shall indemnify us against any costs, claims, damages and expenses incurred by us as a result of any breach of these terms by you.

Each party shall comply with their respective obligations under the Data Protection Legislation

You shall advise us of any special health and safety matters that we are required to inform the Candidate and about any requirements imposed

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by law or by any professional body, which must be satisfied if the Candidate is to be Appointed.

Our total liability (including that assumed under any indemnity) under this agreement (or arising under statute, tort or for any other reason) shall not exceed the total amount paid by you to us for the relevant Candidate. For the avoidance of doubt this amount does not include any amounts relating to the wages paid to the Candidate.

We will not be liable for any indirect and consequential loss including (but not limited to) loss of profits, sales, revenue, hardware, software, data or waste of management or staff time.

6. Termination

Without prejudice to the other remedies or rights either of us may have, either of us may terminate this Agreement, at any time, on written notice to the other:

- (a) if the other is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 14 days, the breach is not remedied within 14 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
- (b) if the other suffers an Event of Insolvency

The notice will take effect as specified in the notice.

On termination of this Agreement:

- (a) you shall remain liable to pay any Fee due in respect of any Appointment of any Candidate taking place both prior to and after termination;
- (b) no Fee paid to us shall be refundable in any circumstances (except as provided for in this Contract);
- (c) you will pay for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by us for the performance of the Headhunting Services before the date of termination.

7. Law

These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

8. Definitions

Affiliate	means (a) a company which is either a holding company or a subsidiary company; or (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary;
Appointment	means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by you or on your behalf, and 'Re-appoints' is to be interpreted accordingly;
Basic Salary	means the Candidates salary excluding expected or guaranteed bonuses, cash allowances, travel expenses, relocation expenses or other employment benefits whether cash or in kind;
Candidate	means a person that we Introduce to you to be considered for an Appointment;

Client Brief	the outline of requirements of the desired candidate specified by you to us from time to time;
Data Protection Legislation	means all applicable laws and regulations relating to the processing of personal data and privacy including the General Data Protection Regulation 2016 (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC), together with all codes of practice and other guidance on the foregoing issued by any relevant Data Protection Authority, all as amended, updated or re-enacted from time to time.
Event of Insolvency	means (a) becomes insolvent; or (b) if an order is made or a resolution is passed for the winding up of the other (other than voluntarily for the purpose of solvent amalgamation or re-construction); or (c) if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other's assets or business; or (d) if the other makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
Engagement Fee	means the fee that you pay to us on acceptance of these Terms and Conditions which shall be one third of the Fee;
Fee	means the Fee stated on the Signature Sheet;
Introduction	means the provision to you of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not you had knowledge of that Candidate before the Introduction; "Introduced" or "Introduce" shall be construed accordingly;
Introduction Event	means (i) you request us to Introduce a Candidate for any position; or (ii) you, or a third party acting on your behalf, interview a Candidate; or (iii) you appoint a Candidate in any capacity; or (iv) a Candidate begins work for you in any capacity; or (v) we provide any of the Headhunting Services to you;
Placement Fee	the fee payable by you to us on the Appointment of a Candidate which shall be one third of the Fee;
Regulations	the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
Headhunting Services	means the executive search for a Candidate or Candidates for a vacancy or vacancies that you have notified to us and our Introduction of such Candidate(s) to you;
Shortlist Fee	means the fee that you pay when you have agreed the shortlist of Candidates to be interviewed which shall be one third of the Fee.