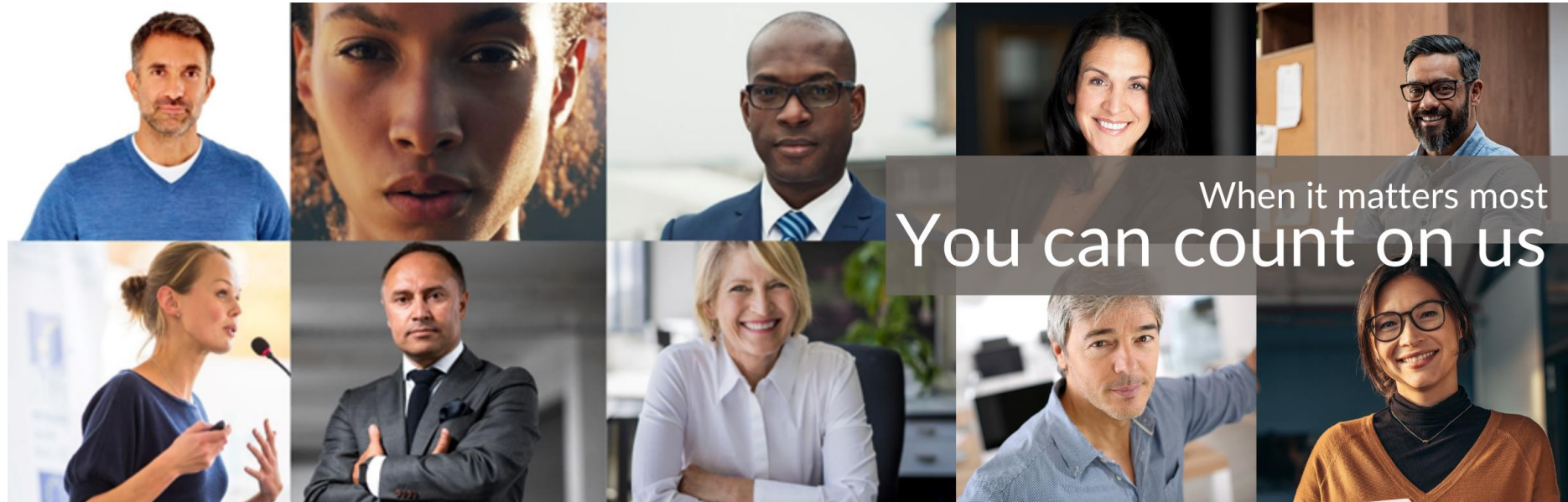


## TERMS OF BUSINESS



The terms outlined in this document set out the basis on which we do business with our clients, they're designed to work well both for you and for us.

We offer 3 types of service to help you meet your critical, senior hiring needs:

1. Retained executive search – for your most senior level hires – typically "C" level. Pages 2-7
2. Retained search – for your senior, specialist and high impact hires. Pages 8
3. Ad hoc introductions Pages 9-10

If you have multiple hire projects or ongoing hiring needs, we can help you with these on a retained basis and if, and when appropriate tailor our terms. When and where appropriate we will sign non-disclosure agreements and similarly have candidates do so.

Contact details, company information/legal entity. Page 11

## SERVICES CONTRACT FOR THE PROVISION OF RETAINED EXECUTIVE SEARCH SERVICES

### FOR CLIENT

This contract (Services Contract) is made on the **DATE** between:

**YOUR CO**, a company registered in England and Wales under number XXX whose registered office is situated at XXXX (hereinafter called the "Company"); and

**CLIENT**, a company registered in **COUNTRY** and whose registered office is situated at **xxxx**

Referred to individually as Party and collectively herein as "Parties"

#### 1 DEFINITIONS

1.1 In this Services Contract the following definitions apply:

"Assumed Remuneration"	means gross annual salary of <b>£xxx</b> for <b>Job Title</b> ;
"Candidate"	means any person who shall be considered for Placement by the Client to persons Introduced to the Client by the Company;
"Completion Fee"	means the fee payable to the Company on the Candidate's written acceptance of an offer of a Placement with the Client;
"Fees"	means the fees payable for the Search Services pursuant to clause 5.2 of this Services Contract, collectively referred to as the Search Fee, Shortlist Fee and Completion Fee as set out further in the Executive Search Services Proposal ("Proposal");
"Introduction"	means (without limitation) the provision of any details whether written or oral of a Candidate by the Company to the Client or any joint venture, partner, consultant, contractor, representative or affiliate for possible Placement; this applies regardless of whether the candidates is previously known.
"Placement"	means an offer of employment and/or engagement of a Candidate by the Client, or by a third Party, whether on a temporary permanent or self employment basis following an Introduction by the Company;
"Proposal"	means the specific details applicable to the Search Services as agreed between the Parties attached at Exhibit A;
"Remuneration"	includes actual gross annual salary including without limitation any weighting allowances, guaranteed income, guaranteed bonuses or incentives or equivalent, overseas uplift bonuses, allowances, incentive payments;
"Search Services"	means the staff search services to be carried out by the Company pursuant to this Services Contract;
"Service Commencement Date"	means the date from which the Company agrees with the Client to commence the Search Services, if different from the date of this Services Contract;
"Services Contract"	means this agreement, including these terms and conditions and any additional Exhibits attached from time to time;
"Service Levels"	means the service levels identified in the Proposal;
"Specific Role(s)"	means the role set out in the Proposal that the Client seeks the Company to fill pursuant to this Services Contract.

**1. INTERPRETATION**

- 1.1 References to the singular include the plural; references to the masculine include the feminine; reference to any clause is to a clause of this Services Contract. References to the Company shall include its subsidiaries or holding companies where appropriate. The headings contained in this Services Contract are for convenience only and do not affect their interpretation.
- 1.2 This Services Contract includes all Exhibits (including the Proposal), and subsequent amendments to this Services Contract shall be construed as an integrated part of this Services Contract.

**2. SCOPE OF SERVICE**

- 2.1 Company is specialised in search of staff for employers. In reliance on the skill, knowledge and experience of the Company, the Client wishes to engage the Company to provide the Search Services in accordance with the terms of this Services Contract.
- 2.2 From the Service Commencement Date, the Company shall provide the Search Services and shall meet any applicable Service Levels as set out in the Proposal.
- 2.3 As further detailed in the Proposal, the Company agrees to work against **one (1)** Search Service mandate and the subsequent Placements resulting from the Search Service.

**3. TERM**

- 3.1 The Services supplied under this Services Contract shall continue to be supplied in accordance with this Services Agreement, unless this Services Contract is terminated in accordance with clause 12.

**4. THE SERVICES CONTRACT**

- 4.1 This Services Contract constitutes the entire agreement between the Company and the Client for the Specific Role and is deemed to commence on the Service Commencement Date.
- 4.2 This Services Contract can be varied only in writing by a Director of the Company. No other terms or conditions whether express or implied form any part of the agreement between the Parties for the Search Services. If the Client subsequently requests any changes to the Search Services, the Company shall use reasonable endeavours to accommodate such requests to the extent that they do not require any significant changes to the Search Services. The Company shall not be required to agree any significant changes to the Search Services, and any such agreement shall be subject to agreement of revised Fees.
- 4.3 In the event that any of the terms and conditions of this Services Contract is determined invalid, unlawful or unenforceable to any extent, it shall be severed from the remaining terms and conditions of this Services Contract which shall continue to be valid to the fullest extent permitted by law.
- 4.4 It is not intended that any third Party should have the right to enforce any provision of this Services Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**5. NOTIFICATION AND FEES**

- 5.1 The Client agrees to notify the Company immediately after its offer of Placement to the Candidate has been verbally accepted and shall provide details of the full Remuneration package to the Company. If this information is not made available to the Company then the Company will make reasonable estimates based on current market conditions and information supplied by the Candidate. The Company reserves the right to make an additional charge if the full Remuneration package is in fact greater than the sum estimated.

## 5.2 **Pricing Structure**

The Fees for Search Services shall be **33%** of the first year's Remuneration for **JOB TITLE**. Fees are payable in the following stages:

- Search Fee The Company shall receive one third (33.33%) of the total fee based on the total Assumed Remuneration for the Search Service mandate, which shall be payable on acceptance of the Services Contract;
- Shortlist Fee The Company shall receive one third (33.33%) of the total fee based on the total Assumed Remuneration for the Search Service mandate, which shall be payable on presentation of a shortlist.
- Completion Fee The remaining balance owing to the Company based on actual Remuneration offered to the Candidate, which shall be payable by the Client once written acceptance is received from the Candidate.

5.2.1 For any subsequent Placements resulting from the Search Service mandate, the Company shall become entitled to a lump sum fee equivalent to **20%** of the first year's Remuneration package ("Lump Sum Fee"). The Company shall be entitled to invoice for the Lump Sum Fee on written acceptance of the Candidate.

5.3 In addition to the Fees, the Client shall pay the Company such expenses as may be agreed between them.

5.4 All fees and any other charges payable under this Services Contract are calculated in GBP (£) irrespective of the currency in which the Remuneration package is expressed and are exclusive of any applicable VAT, GST or another sales tax. The exchange rate used to calculate the Company's fees will be taken from the issue of the Financial Times as at the date the fees become due. Fees due are free and clear from all deductions or withholdings whatsoever unless the deduction or withholding is required by law. If any deductions or withholdings are required by law to be made from any of the Fees payable, the Client shall pay to the Company such sum as will, after the deduction or withholding has been made, leave the Company with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

5.5 The Client is responsible for all agreed expenses incurred by the Candidates in connection with the interview with the Client. Any expenses initially incurred by the Company or the Candidate shall be reimbursed at cost the Client within fourteen (14) days of receipt of the Company's invoice.

5.6 All invoices relative to all elements of the Fees set out in the Pricing Structure are payable in full within fourteen (14) days from the receipt by the Client of the Company's invoice. Failure by the Client to settle any amounts owing by the due date shall entitle the Company to charge interest on invoiced amounts unpaid after the due date at the rate of 4% per annum above the base interest rate of HSBC PLC from the due date until the date of payment.

5.7 If a Candidate Introduced by the Company is rejected by the Client at any stage, or the Candidate rejects an offer made by the Client, and the Candidate is subsequently engaged or employed by the Client in any capacity whatsoever, within 12 months of the rejection, including when a Candidate is re-introduced from another source, the Client shall be liable to pay the Company's Fees in full as calculated above.

## 6. **SATISFACTION GUARANTEE**

6.1 Should the Placement of a successful Candidate terminate within the first 6 months from the commencement date of the Placement for any lawful reason save redundancy or reorganisation of the Client's business then the Company shall use its reasonable endeavours to find a replacement at no additional charge to Client provided that:

- (a) the Company has received payment of its Fees within fourteen (14) days from receipt of the invoice;
- (b) the Client did not employ or engage the Candidate with the intention or likelihood of terminating their engagement or employment or dispensing with the Candidate's services without proper cause or with a view to obtaining unfairly from the Company a refund;
- (c) the Client shall have duly honoured all obligations made to the Candidate at the time of the Placement;
- (d) the Company is notified within seven (7) days from the date of termination of the Placement; and
- (e) the Candidate is not employed or engaged by a third Party pursuant to clause 8.1.
- (f) the Client can terminate the search engagement after the 2<sup>nd</sup> stage payment if no suitable candidate has been selected or offered employment.

6.2 If the Company is unable to find a suitable replacement within 3 months of the Candidate's termination date, then the Client will be entitled to rebate in accordance with the Satisfaction Guarantee set out below:

50% of the Completion Fee

For the avoidance of doubt and pursuant to clause 5.2 the Shortlist Fee is not refundable in any circumstances and the above rebate applies to the Completion fee only or in respect of the Lump Sum Fee, this shall be 10% of the Lump Sum Fee.

6.3 No rebates are applicable in relation to invoiced costs or expenses, other than those set out above.

## **7. SERVICE LEVELS**

7.1 The Client acknowledges that provision of the Search Services relies on shared responsibilities between the Company, the Client and the Candidate.

7.2 Such Service Levels shall be set out from time to time in the Proposal.

## **8. INTRODUCTIONS**

8.1 An Introduction Fee calculated in accordance with clause 5.2 will be charged in relation to any Candidate engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 24 months from the date of the Company's Introduction.

8.2 Any Candidates which the client wishes for the Company not to include in the Search Services must be disclosed prior to commencement. For the avoidance of doubt if a candidate has not been disclosed prior to commencement of Search Services the associated Search Service Fees shall be due.

## **9. SUITABILITY AND REFERENCES**

- 9.1 The Company endeavours to ensure the suitability of any Candidate Introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work to work in the position which the Client seeks to fill.
- 9.2 The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 9.3 Notwithstanding clauses 9.1, 9.2, and 9.3 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Company before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 9.4 To enable the Company to comply with its obligations under clauses 9.1, 9.2, and 9.3 above the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of Remuneration, expenses and any other benefits that would be offered; the intervals of payment of Remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- 9.5 The Company agrees to deliver the Search Services in accordance with the items set out in the Proposal.

## **10. RESTRICTIONS**

During the provision of Search Services the Company agrees not to employ or instigate the employment or engagement of any employee of the Client, whether or not such person would be in breach of contract as a result of such employment or engagement.

## **11. LIABILITY**

The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction to or Placement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.



Robert Tearle Consulting, 167 City Road, OLD STREET, London, EC1 V 1AW S/B : + 44 203 433 6560

**12. TERMINATION**

- 12.1 Either Party may terminate this agreement or any contract incorporating this Services Contract, without cause, by serving thirty (30) days' written notice to the other Party.
- 12.2 In the event of termination of this Services Contract the Client remains liable to pay to the Company all outstanding costs, Fees and out of pocket expenses incurred up to the termination date.
- 12.3 In the event of termination of this services contract, completion fees will still apply to any introduced candidates for the agreed period of 12 months, regardless of termination.

**13. LAW**

This Services Contract and any dispute or claim arising out of its subject matter or formation (including non-contractual disputes) shall be governed by, construed and interpreted in accordance with the laws of the United Kingdom, and shall be subject to the non-exclusive jurisdiction of the court of Central London County Court.

Signed for and on behalf of CLIENT;

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed for and on behalf of YOUR CO (or trading division thereof):

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A Proposal for Executive Search Services ("Proposal")**

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## RETAINED SEARCH (Variables)

The same contract as per Retained Executive Search however with the following variables.

Firstly, the fee rate is lower... and secondly it's on a two not a three stage charging process.

The Fees for Search Services shall be 28% of the first year's Remuneration for JOB TITLE. Fees are payable in the following stages:

**Search Fee** The Company shall receive one third (33.33%) of the total fee based on the total Assumed Remuneration for the Search Service mandate, which shall be payable on acceptance of the Services Contract;

**Completion Fee** The remaining balance owing to the Company based on actual Remuneration offered to the Candidate, which shall be payable by the Client once written acceptance is received from the Candidate.

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## **SERVICES CONTRACT FOR THE PROVISION OF AD HOC INTRODUCTIONS FOR CLIENT**

These terms of business will determine the basis upon which Arena Search & Selection Limited trading as Robert Tearle Consulting (hereinafter referred to as "the Company") introduces Candidates to the Employer (hereinafter referred to as "the Client") and they will be deemed accepted by "the Client" upon each request by "the Client" of "the Company" (i) for details of Candidates, or (ii) to commence a search, or (iii) to interview, or a decision by "the Client" to offer employment to any Candidate whose details are submitted to "the Client" by "the Company".

### **FEES:**

Provision of candidates to clients on a speculative or ad hoc basis.

- Success only fee 25%
- Payment terms, payment to be received inside 14 days of "the Candidate's" start date. Fees are subject to VAT at the current rate.

### **SATISFACTION GUARANTEES:**

If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant, corporate restructure, change of management or job description, pregnancy, illness or injury) "the company" will endeavour to find one suitable replacement (in the opinion of "the company") at no extra cost to the Client. If "the company" does not find a suitable replacement provided that payment has been made within 14 days of the candidate's start date a refund will be made on the following basis:

- For Ad Hoc Introductions, should candidates leave inside the first ten weeks of joining, providing this is not a result of restructuring, redundancy, or a change in reporting lines the client will receive a rebate calculated at 10% of the fee value for each week not worked within the first 10 weeks.

### **RESTRICTIONS**

During the provision of Search Services the Company agrees not to employ or instigate the employment or engagement of any employee of the Client, whether or not such person would be in breach of contract as a result of such employment or engagement.

## AD HOC INTRODUCTIONS (Page 2 of 2)

### CONDITIONS:

- 1) **Introductions:** Introductions are made to "the Client" and they are responsible for "the Company's" fees if applicants are introduced by "the Client" or "the Client's" representatives to other employers with a resultant engagement.
- 2) **Confidentiality:** Candidates and their details are provided in the strictest confidence to "the Client", for "the Client's" sole information and should not be revealed or divulged to any third party without "the Company's" written consent. "The Client" should not approach candidate's existing employer company in connection with a candidate's application or for a reference without "the Company's" written consent or the candidate's approval.
- 3) **Endorsement:** "the client" should satisfy themselves as to the qualifications, skills and general integrity of applicant's, "the Company" accepts no liability in respect of candidates introduced.
- 4) **Notification:** "the Client" should notify "the Company" immediately when an offer is made and of the acceptance or rejection of that offer of employment.
- 5) **Entitlement period:** A fee is payable in respect of every person introduced by "the Company", who subsequently takes up employment with "the Client" or an associate firm or corporation, now or at any time within 12 months of "the Company" introducing the applicant.
- 6) **Disclaimer:** "the Company" shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by "the Client" arising from or in any way connected with "the Company" seeking a candidate for "the Client" or the introduction by "the Company" to "the Client" of any Candidate or the engagement of any candidate by "the Client".
- 7) **Deviations:** Any deviation from these terms & conditions must be provided in writing from "the Company".
- 8) **Contract Construction.** The contract shall be construed according to English Law and will be subject to the jurisdiction of English courts.

### LIABILITY

"The Company" shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by "the Client" arising from or in any way connected with "the Company" seeking a candidate for "the Client" or the introduction by "the Company" to "the Client" of any Candidate or the engagement of any candidate by "the Client".

Whilst every effort is made to provide a reliable and professional service, no warranty or representation expressed or implied is given in respect of any candidate introduced or supplied. It is the responsibility of the Client to satisfy himself or herself as to the candidate's suitability, to take up references, arrange medical examinations and to obtain any necessary work permits or other permits prior to the engagement of the candidate.

### SIGNATURES AND AGREEMENT...

Our default is to agree and sign terms using DocuSign or similar apps.

## ROBERT TEARLE CONSULTING

# Contact us

## Offices, legal entity etc

### PRINCIPLE LONDON OFFICE DETAILS:

Robert Tearle Consulting, 167 City Road, OLD STREET, London, EC1 V 1AW S/B : + 44 203 433 6560

Or contact Robert Tearle directly: [robert.tearle@roberttearle.com](mailto:robert.tearle@roberttearle.com) | Cell: + 44 7843277774

### THAMES VALLEY OFFICE:

Robert Tearle Consulting, Venture House, Arlington Square, Downshire Way, Bracknell, RG12 1WA S/B + 44 1344 668 373

### LEGAL ENTITY:

Arena Search & Selection Ltd trading as Robert Tearle Consulting, a limited company registered in England and Wales (Registered number: 4041116).

Our registered office address is: Arena Search & Selection Ltd, The Old Bakehouse, Course Road, Ascot, Berkshire, SL5 7HL, United Kingdom.