



## TERMS OF BUSINESS

These terms of business regulate the basis upon which Blayze Consulting Group Ltd introduces the Candidates to the Client.

### 1. Fee Structure

The following fee scales will apply in respect of any instructions received from the Client regarding any Engagement or proposed Engagement. All fees are expressed as a percentage of first year's equivalent Remuneration Package:

	Initial	Shortlist	Completion	Total
<b>Contingent</b>				25%
<b>Retained (Search &amp; Selection)</b>	7.5%	7.5%	7.5%	22.5%

### Remuneration Package

Means the aggregate gross annual emoluments payable to or receivable by a Candidate pursuant to an Engagement. This includes bonuses, overseas premium, living / relocation allowance, profit share and all other financial emoluments that form part of gross taxable pay, and including an additional £6,000 for appointments with a company car (or the full amount of the cash alternative). If bonuses are not guaranteed they will be deemed to be two-thirds of the likely bonus quoted. All other financial inducements to employment will be evaluated and a charge made.

### Retained (Search & Selection)

Payment is split into three stages: the Initial fee is payable on acceptance of the assignment. The Shortlist fee is payable on presentation of shortlist or 28 days after acceptance of the assignment (whichever is sooner). The Completion fee, adjusted to reflect the final agreed salary package, is payable on successful completion of the assignment, or sixty days after acceptance of the assignment (whichever is sooner) Executive Searches can be undertaken on an individual assignment basis and terms may be discussed with the Recruitment Consultancy, but are exactly as detailed for the Retained Assignments (above) unless agreed in writing to the contrary.

### Contingent

Means the non- exclusive assignment with a no placement no fee arrangement.

### Fix Term Employment

Fees for the introduction of Candidates for fixed term Engagements of less than 12 months will be payable pro rata to the duration of that Engagement subject to a minimum fee of 25%. Minimum term for fixed term Engagements is 3 months. If such fixed term Engagement is subsequently renewed or extended, the Fee will be recalculated based on the total renewed time period and the Remuneration Package for that time period, and if such Engagement is terminated prior to the end of such fixed term then no refunds will be made.

### 2. Definitions

In these Terms and Conditions the following definitions are used unless the context otherwise requires: -

<b>"Candidate"</b>	means a person who may be suitable for a position with the Client or whom the Client may wish to be introduced to.
<b>"Client"</b>	means the person, firm or corporate body requiring the services of the Recruitment Consultancy.
<b>"Recruitment Consultancy"</b>	means Blayze Consulting Group Ltd
<b>"Retained Assignment"</b>	means an assignment as agreed between the parties as such and for which the Fee is payable in three stages in accordance with these Terms of Business.
<b>"Engagement"</b>	means the acceptance by a Candidate, either orally or in writing, of an offer of a position of employment with the Client, whether or not that position is the same to which the interview related and whether the offer is oral or in writing.
<b>"Fee"</b>	means the percentage of the Remuneration Package which is payable by the Client to the Recruitment Consultancy for the introduction of the Candidate, calculated in accordance with the fee structure in 1.
<b>"Additional Expenses"</b>	means any advertising costs or other expenses which are payable by the Client to the Recruitment Consultancy. All agreed advertising costs will be charged to the client and invoiced in addition to the fee. In the event that the Recruitment Consultancy incurs expenses, including all interview and travelling expenses, then these shall be invoiced in addition to the Fee and shall be payable by the Client within 7 days of the invoice date. Should the Client request the Recruitment Consultancy to pay the Candidate's expenses directly, an administration charge of 10% will be payable.

### **3. The Contract**

**a)** These Terms of Business constitute the contract between the Recruitment Consultancy and the Client. They are deemed to be accepted by the Client upon the occurrence of any of the following (whichever is the first to occur):

- i)** Receipt by the Client of details of one or more Candidates; or
- ii)** Agreement by the Client to interview any Candidate whose details are submitted to the Client by the Recruitment Consultancy; or
- iii)** Offer by the Client of employment to any such Candidate.

**b)** In the event that the Client requires special Consultancy prior to the commencement of the assignment.

**c)** These Terms of Business shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Court.

**d)** In the event of conflict between these Terms of Business and any other Terms of Business, the former shall prevail unless approved in writing by a Director of the Recruitment Consultancy.

**e)** These terms of Business are the complete and only Terms of Business between parties. No variations to the terms of business shall be effected unless approved in writing by a Director of the Recruitment Consultancy.

**f)** The Recruitment Consultancy may at time withdraw any Candidate or terminate these Terms and Condition in respect of all or any Candidate for any reason whatsoever.

#### **4) Fees**

**a)** The Client shall notify The Recruitment Consultancy immediately after its offer of Engagement to the Candidate has been accepted (whether verbally or otherwise) and shall provide details of the full Remuneration Package to the Recruitment Consultancy within one working day.

**b)** For all Engagements with tax-free salary packages, a notional tax rate of 30% will be assumed, and the Fee will be calculated by reference to the total equivalent taxable Remuneration Package.

**c)** The Client shall pay the Fee and additional Expenses, together with any applicable VAT, within 14 days of invoice date. If any invoice is not paid within 14 days of an Executive Search or Retained Assignment then, we reserve the right to cancel the assignment immediately but without prejudice to our right to submit further invoices in relation to the assignment. Fees are calculated, at the discretion of the Recruitment Consultancy, in GB£, US\$ or Euro€ irrespective of the currency in which the remuneration package is expressed. The exchange rate used will be the prevailing rate as per HSBC Bank at the date of Engagement. The Fees are net of all bank and international money transfer charges, and any exchange rate losses occurred by the Recruitment Consultant, due to late payment of whatever reason, will be borne by the Client.

**d)** If the Client fails to make full payment by the due date specified on the invoice then all negotiated discounts and candidate warranties will be rendered invalid and our Standard Terms of Business will be applied at full fee rate. Additionally the Recruitment Consultancy shall be entitled to charge interest from the invoice date of issue on the amount unpaid at the rate of 8% above the base rate from time to time of HSBC Bank.

**e)** In the event that a client effects an introduction of any Candidate originally introduced by the Recruitment Consultancy, is rejected by the Client or rejects the Client's offer of employment and is subsequently employed by the Client, in any capacity, within 12 months of the final introduction date by the Recruitment Consultancy, then the Fee shall be payable by the Client in accordance with these terms of business.

**f)** In the event that a Client effects an introduction of any Candidate originally introduced to it by the Recruitment Consultancy to any third party, which results in the employment of that Candidate by that third party within 12 months of the initial introduction by the Recruitment Consultancy, then the Fee shall be payable by the Client as if the Engagement has been within the terms hereof.

**G)** Initial fees for Retained assignments are payable within 14 days of acceptance of the assignment. The Recruitment Consultancy reserves the right not to commence work on the assignment until payment has been received.

**h)** If a Retained Assignment is cancelled by the Client or the terms of such an assignment are materially altered by the Client, all Stage Fees incurred up to the date of such cancellation of alteration shall be payable. In addition the next Stage Fee shall be immediately payable by the Client.

**i)** In the event that a Client hired an additional Candidate submitted within the shortlist on a Retained Assignment, such Engagement shall be deemed to be a Contingent Recruitment and a Fee calculated in accordance with the attached Fee Schedule shall be payable in addition to the Fee for the first Candidate.

**j)** In the event that an offer of employment, whether orally or in writing has been made to a Candidate and accepted by the Candidate, the Client shall be liable to pay the Fee as if there has been an Engagement within the terms hereof regardless of if the offer is later withdrawn.

**k)** If an offer of employment is made to any employee or former employee of the Recruitment Consultancy by the Client or one of its subsidiaries, the Client shall be liable to pay a Fee amounting to 35% of the Candidate's salary subject to a minimum fee of £20,000.

#### **5. Liability**

**a)** The Client shall be solely responsible for satisfying itself as to the proficiency and integrity of a Candidate and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications). The Client shall also be solely responsible for arranging all medical and other examinations, either specified or implied, upon the introduction of any Candidate to the Client.

**b)** The Recruitment Consultancy will accept no liability whether in contract, tort (including negligence) or otherwise for any loss, costs, expenses, damages or delay howsoever occasioned which the Client, its servants, agents, clients or others may suffer or become liable for arising out of or in connection with the introduction to or employment by the Client of any Candidate.

**c)** All information supplied by the Recruitment Consultancy is confidential and intended for the exclusive use of the Client for the purpose of deciding whether to engage a Candidate, and the Recruitment Consultancy shall accept no liability for any loss or damage occasioned through the disclosure by the Client of such information or the use by it for any other purpose.

**These Terms and Conditions of Business are effective from January 2010 and are in substitution for all previous Terms of Business issued**