

## **TERMS OF BUSINESS**

### **A. Fee structure: search, advertised selection, introductions**

The fee structure of each assigned recruitment exercise (ie search and/or advertised assignments) will be negotiated and agreed with the client prior to commencement.

Fees for search assignments (headhunting) are in general based on 33% of a successful candidate's anticipated first year income. Fees for advertised selection assignments are in general based on 25% of a successful candidate's anticipated first year income and there will be an additional cost to cover the preparation of advertising copy and the cost of the advertisement. The fee for a successful introduction (ie in cases where no search or advertising has been commissioned) is 20% of the candidate's anticipated first year income of which one half is payable when the candidate formally accepts the offer of employment and the remainder payable after three months service. Fees will be subject to the addition of V.A.T. as appropriate.

All work carried out is subject to these terms except to the extent that they are expressly modified by a particular proposal or offer letter signed by a person authorized by C N Consultancy Ltd to agree or modify terms of business.

A candidate is deemed to have been appointed when he/she formally accepts an offer of employment by the client, associated firm or corporation and the client will then be invoiced accordingly.

Invoices are payable within 30 days of the date of invoice.

### **B. Other general terms of business: guarantees, expenses etc relating to assigned recruitment**

Expenses incurred on behalf of a client during an assignment, including consultant expenses and candidate expenses will be payable by the client at cost. These expenses will also be subject to the addition of V.A.T. as appropriate.

In the event of any of the following (applicable only to search and/or advertised assignments):

- i) A candidate withdrawing after accepting an appointment in writing, or
- ii) A candidate leaving of his/her own volition or giving written notice of his/her intention to leave within the first three months of service for reasons we accept to be inadequate, or
- iii) A candidate being dismissed or given notice of dismissal within the first three months of service for reasons we accept to be justified
  - We undertake to submit further candidates for the position at no extra fee. All further advertising costs, consultant and candidate out of pocket expenses will be charged at cost. It is not our normal practice to refund fees.

If no candidate is appointed from those we put forward we undertake to continue looking for a suitable candidate at no further fee for a period of up to three months. This course is valid only if the assignment and the specification remain the same. If the job specification is changed by the client our fee for the assignment will be renegotiated.

If a client has approved our fees for handling an assignment and has authorized us to proceed, but has then terminated or suspended the assignment for any reason before we have been able to present our selected candidates, our fee will be calculated to reflect the work done on the assignment. If an assignment is terminated by the client after presentation of the shortlist, for reasons beyond the control of C N Consultancy Ltd, the full fee is payable.

C N Consultancy Ltd works in a 'team' relationship with its clients. Candidates suggested or considered by clients from inside their company or from other sources, will be interviewed as part of the assignment. Should any of them be appointed the full fee is payable.

If a client makes more than one appointment from the shortlist or from among applicants generated by our work, the fee for the second and any subsequent appointments will be invoiced in accordance with the normal fee structure unless otherwise negotiated.

We reserve the right to restrict search (headhunting) assignments that would conflict with our obligation to existing clients. However, such conflicts would be brought to the attention of the client prior to acceptance of the assignment.

### **C. Other general terms of business: confidentiality, references etc**

Clients undertake to respect the confidentiality of the all documentation we provide on candidates. No responsibility can be accepted by C N Consultancy Ltd if information in the client's possession or under the client's control is divulged which jeopardizes the good standing of the candidate, or leads to legal or other action by him/her.

# *C N Consultancy Limited*

Information we have received in writing or verbally from a candidate is considered to be accurate and true and is accepted in good faith, and although reasonable measures are taken to ensure the accuracy of such information we cannot be held responsible for any such action or cost resulting from incorrect information.

A candidate who has been introduced or presented to a client, associated firm or corporation by us who has not been appointed in the first instance but who is at a later stage recalled and accepts employment is considered to have been introduced by us and is subject to the normal fee.

On request, the taking up of references will be undertaken by C N Consultancy Ltd at no extra fee. No approach will be made to a candidate's present or previous employers without his/her express permission.

Clients undertake to inform us at once of any circumstances appreciably affecting an assignment we have undertaken on their behalf.

Accepting details, interviewing or engaging a candidate introduced by C N Consultancy Ltd constitutes acceptance of these terms of business.

For regulatory purposes we provide the following:

C N Consultancy Ltd is a company registered in England and Wales with the Company Number 3521829 and VAT Registration Number 697 5580 69, whose Registered Office is The 1929 Building, Merton Abbey Mills, Wimbledon, London, SW19 2RD. Please note: for normal business correspondence please use our address either in Slough UK or Geneva Switzerland.