



THE MCNAIR PARTNERSHIP LIMITED

STANDARD RETAINED TERMS AND CONDITIONS OF BUSINESS

The following is a document containing the terms and conditions of business between The McNair Partnership Limited ("MPL") and the Client.

The Client has engaged MPL to provide recruitment services and these terms and conditions shall apply to all Assignments between MPL and the Client.

For the purposes of definition:

Assignment	means the exclusive appointment of MPL by the Client to identify and present candidates to the Client for potential employment with the Client pursuant to an Instruction. The four stages of an Assignment shall be the Instruction, the Search, the Introduction and the Placement;
Fees	means the fees charged by MPL to the Client for the provision of the recruitment services in accordance with clause 1;
Instruction	means a request by the Client for MPL to provide a shortlist of candidates for employment with the Client in relation to a particular post or otherwise which has been accepted by MPL;
Introduction	means the provision of either a shortlist of at least three candidates who are called to interview by the client or details of a particular candidate by MPL to the Client following an Instruction;
Engagement	means employment, consultancy, partnership, or Joint Venture Arrangement;



McNair

Group Company	means any company which is for the time being a subsidiary or holding company of the Client and any subsidiary of any such holding company and for the purposes of this Agreement the terms subsidiary and holding company shall have the meanings ascribed to them by Section 1159 Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006 (and Group Companies shall be interpreted accordingly);
Placement	means the acceptance by the candidate of an offer of employment or engagement by the Client;
Search	means a search for candidates and the drawing up of a shortlist of candidates following an Instruction.

1 Professional Charges and Expenses

(a) Fees

Our standard fees shall amount to 20% of each candidate's first year's full guaranteed cash compensation and are payable to the agency by the client for an introduction resulting in an engagement.

Any variation to the standard fee structure must be agreed prior to commencement of the assignment and confirmed in writing by an authorized signatory of MPL.

Fees are payable in three tranches:

- I. The first tranche, in an amount equivalent to one third of 20% of the successful candidate's projected first year's guaranteed remuneration, is payable immediately by the client upon presentation of the start-up invoice and prior to commencement of the Search.
- II. The second tranche, in an amount equal to the first tranche, is payable on acceptance by the Client of an Introduction.



- III. The third tranche payable at appointment stage after the chosen candidate has accepted a written formal offer with any adjustment being made at this stage depending on the final cash package agreed.

(b) Expenses

In all cases, expenses to be incurred during a Search shall be agreed with the Client in advance and recharged at cost.

2 Payment Terms

All fees become payable 15 calendar days from presentation of an invoice from MPL. In the event that payment is delayed beyond 15 days, MPL reserves the right to charge interest on the outstanding payment at 2% above LIBOR for the period of default. In the event that payment is not received within the 15 days the guaranteed replacement offered under clause 3 below shall be invalidated.

3 Replacement Strategy

We offer a Replacement Strategy in the event that the appointee leaves within 3 months of joining. We will use our best endeavours to find a replacement within 3 months of receiving notification of the incumbent's departure at no extra charge to the Client. There will be no replacement where the Appointee leaves during or after the 12th week of the Engagement and the Replacement Strategy does not apply where the appointee's employment has been terminated because of the lack of suitability to the role. To qualify for the Replacement Strategy, the Client must ensure that payment is received by McNair Partnership Limited within the respective 15 days of the date of the invoice and notify McNair Partnership Limited within 5 days of the resignation of the appointee.

4 Cancellation

An assignment may be cancelled at any time. If an assignment is cancelled before presentation of a shortlist, any Instalment due at the date of cancellation, plus the next Instalment which would have fallen due if the cancellation had not occurred, shall be payable. If an assignment is cancelled after presentation of a shortlist, the full Fee is payable.



5 **Internal Candidates**

We will assess up to three internal candidates as part of a search, with no extra charge. The assessment of further candidates will be charged at an agreed per capita rate. We will treat candidates named or recommended by our client in the same manner as any other candidate. The source of any candidate shall not affect the payment of the Fee.

6 **Introductions**

- a) Where MPL introduces a candidate to the Client and subsequently the Client or any of their Group Companies or subsidiaries employs that candidate, in either the same or a similar role within one year of the Introduction, then the Client shall pay to MPL the Fees in respect of that candidate in accordance with Clause 1(a) above.
- b) MPL can present candidates speculatively having identified candidates that do not fall into a retained assignment. Such individuals would fall under a contingency introduction. Fees for such candidates presented under this contingency agreement shall be payable to MPL in accordance with Clause 1(a) above.
- c) In the event that MPL presents a candidate to the Client and that candidate introduces an individual or individuals to the Client resulting in the employment of that individual or individuals by the Client or one of their Group Companies or subsidiaries, on either a temporary, consultancy or permanent basis for the same or similar role, the Client shall pay to MPL the Fees in respect of that individual or individuals in accordance with Clause 1(a) above.

7 **Variation**

No variation or amendment to these terms and conditions shall be binding on MPL unless mutually agreed in writing.

8 **References**

Candidate references are generally sought on behalf of the Client. Whilst MPL shall take all reasonable steps to ensure the accuracy and validity of such references, MPL makes no guarantees or warranties in this regard and shall not accept liability for any losses or difficulties experienced by the Client in connection with the Client's decision to employ a candidate(s) identified and introduced by MPL.



8 **Jurisdiction**

These terms and conditions are governed by and interpreted in accordance with the Laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.