



THE MCNAIR PARTNERSHIP LIMITED

STANDARD CONTINGENCY TERMS AND CONDITIONS OF BUSINESS

The following is a document containing the Standard Contingency 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 Client.

For the purposes of definition:

Assignment	means the 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 Engagement;
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 candidate or candidates for employment with the Client in relation to a particular post;
Introduction	means the provision of either a shortlist of candidates or details of a particular candidate by MPL to the Client following an Instruction;
Engagement	means employment, consultancy, partnership, or Joint Venture arrangement, triggered by the signing of a formal contract or letter of offer by the candidate, as presented by the client;
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



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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

MPL's 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.

(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 replacement strategy offered under clause 3 below shall be invalidated.

3 Replacement Strategy

MPL offer a replacement strategy in the event that the appointee leaves within 3 months of joining. MPL will use their 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.

5 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 or existing contingency assignment. Such individuals would fall under this 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

6 Variation

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

7 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.