

TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT RECRUITMENT

- 1 Where an assignment to recruit a candidate on behalf of a client is accepted by GPA Procurement (UK) Limited, hereinafter referred to as GPA, the following terms and conditions automatically apply.
- 2 GPA undertakes recruitment assignments for Clients (the Assignment) and maintains a register of candidates (the Register). When the Client confirms a specification for an Assignment, either verbally or in writing, or asks GPA to introduce candidates from the Register, the Client will be taken to have accepted these Terms of Business.
- 3 For the avoidance of doubt neither these Terms of Business nor any relationship between the candidate or GPA shall give rise to a contract of employment or a contract of service. In the course of an Assignment GPA will be acting as an Employment Agency. The Client agrees to indemnify and keep GPA indemnified against any claims brought by a candidate against GPA that a candidate is in fact employed by GPA
- 4 Fees do not include expenses and advertising costs incurred by GPA in connection with recruitment assignments.
- 5 The Client has an obligation to notify GPA promptly if it employs a candidate introduced by GPA, in any capacity within 12 months of the date of any introduction by GPA. A fee will be payable as set out below.
- 6 All accounts and charges are payable immediately on the Client's receipt of an invoice from GPA, without deduction or set off. GPA reserves the right to charge interest at bank minimum lending rate plus 4% on any invoice remaining unpaid for 30 days after the date of the invoice.
- 7 If the Client has any complaint relating to an invoice it must notify GPA in writing within 30 days of the date of the invoice.
- 8 GPA accepts no liability on behalf of its servants or agents for any loss, damage, cost or expenses however caused resulting directly or indirectly from any act or omission of a candidate at any time.
- 9 If within either 26 weeks of the start of the Assignment or within 26 weeks of the end of the Assignment whichever is the later a candidate introduced by GPA is referred or introduced directly or indirectly by the Client to a third party for any position whether temporary or permanent the Client shall be liable for the appointment fee in full as if the Client had engaged the candidate itself. This is the case whether or not the third party is in any way associated with the Client.
- 10 If a candidate is appointed by the Client after an introduction by GPA but:
 - a) withdraws after accepting in writing an offer of employment from the Client, or
 - b) within three (3) months of the date of commencement of employment by the Client is lawfully dismissed by the Client (other than for reasons of redundancy when no refund would be granted) or the candidate resigns, providing the fees have been paid, GPA will either,
 - i. submit further candidates for the position at no extra fee. However if a larger remuneration package is agreed for the subsequent appointment the previous fee will be increased to reflect the increase, and all additional advertising costs and other out of pocket expenses will be charged to the Client at cost; or

- ii. GPA will refund the Client on the following basis as long as any monies due have been paid within the specified period and GPA's standard payment terms have been adhered to:
- | | |
|--------------|------------|
| Weeks 1 – 4 | 66% refund |
| Weeks 5 – 8 | 33% refund |
| Weeks 9 – 12 | 15% refund |
- 11 For the avoidance of doubt no further candidate will be provided and refund will not be granted if:
- 11.1 the candidate is made redundant;
- 11.2 all invoices from GPA to the Client have not been paid in full;
- 11.3 the Client has not notified GPA in writing within 7 days.
- 12 Whilst GPA will use all reasonable endeavours in the sourcing and introduction to the Client of candidates it is the Client's obligation to ensure that any Candidate to whom any employment or other engagement is offered by the client is suitable for that employment or engagement. The Client is responsible for taking up references or obtaining reports about the Candidate.
- 13 The Client undertakes with GPA (on its own behalf and as trustee for all and any candidates) not to approach the candidate's present or past employer without the written permission both of the candidate and GPA and also keep all information relating to candidates given to it by GPA or by the candidate confidential.
- 14 The Client will promptly inform GPA of any change that may materially affect the Assignment.
- 15 The Client will not copy any documents provided by GPA and will return or destroy all information relating to candidates except where they relate to a candidate who takes up an appointment.
- 16 If, from the same shortlist presented to the Client, additional candidates are appointed at any time, the fee chargeable to the Client for each and every additional placement will be at the rate specified for the original assignment together with expenses reasonably incurred by GPA.

FEE STRUCTURE AND MEDIA COSTS

GPA's fees (referred to above) become payable after the Client has confirmed specification for an Assignment, either verbally or in writing, or if when conducting a database search, the client has offered and the candidate has accepted that offer.

When dealing with a Retained Assignment our fees are **payable in three stages**, as follows:

- On **instruction to proceed** with the Assignment one third of the fee will be payable.
- A further one third of the fee will be payable on **presentation of the shortlist**.
- The balance of the fee will be payable on **acceptance of offer of appointment**.

The first two instalments are not repayable even if no appointment is made.

If the client cancels a retained assignment after presentation of the shortlist, the client becomes liable to pay 10% of the agreed start salary, had a successful candidate been appointed.

Our fees do not include advertising costs or expenses. These will be agreed with the client prior to the commencement of the campaign and subsequently charged to the Client at cost, as and when they are incurred. Expenses will include the cost of consultants' and candidates' travel and any specific research material in connection with the assignment.

FEES PAYABLE

- For a **Retained** Assignment: **25% of basic salary**, payable as scheduled above.
- For a **Contingency/Database** Search: **20% of basic salary**, payable once an offer has been accepted.

If a salary is to be paid for a period of less than 12 months then the fee will be calculated on a pro rata basis.

These terms and conditions shall constitute the entire agreement between GPA and the Client. Any variation of these terms and conditions must be made in writing and signed by a duly authorised representative of both parties.