

# Hitt Search Associates Limited

## Terms of Business for Search and Recruitment

### Agreement

Hitt Search Associates Limited ("HSAL") hereby agrees to assist The Client ("the Client") from time to time to identify and recruit permanent staff for employment in the Client's organisation. These Terms of Business set out the terms and conditions under which HSAL will carry out assignments for the Client and the obligations of each party in relation to each assignment. The parties agree that these Terms of Business shall apply to the exclusion of any other terms unless such alternative terms are agreed by both of the parties in writing.

### Fee structures

Every assignment undertaken is different and for that reason HSAL is always happy to discuss alternative ways of charging for its services, however, unless otherwise agreed in writing between the parties HSAL shall charge and the Client shall pay based on the following structures:

HSAL's fee for Retained Search is 25% of the Candidate's gross first year remuneration (i.e. basic salary plus any guaranteed bonuses, commissions, inducement or compensation payments) which is charged in three instalments:

- i) An Initial Retainer of 30% of the estimated fee is payable on confirmation of the Client's instruction.
- ii) A further 30% of estimated fee is payable on delivery of the Shortlist & Market Map to the Client by HSAL. Both this instalment and the Initial Retainer are understood to be non-returnable once triggered.
- iii) The remaining balance of the fee (calculated on actual remuneration) is payable on formal acceptance of employment by the successful Candidate.

HSAL's fee for Contingent Recruitment is 20% of first year remuneration (as defined above), payable on formal acceptance of employment by the successful Candidate.

VAT will be added to the above fees and costs incurred in advertised searches will be charged to the Client. Payment terms for all Search and Recruitment fees are 14 days after the date of invoice.

### Replacements and refunds

If an appointed Candidate leaves the Client's employment within 3 months of joining (other than as a result of redundancy, corporate restructuring/a change of ownership, pregnancy, sickness or injury) HSAL will either repeat its Search and Recruitment assignment at no cost to the Client or (at the Client's choosing) refund 50% of its fee.

### Screening of candidates

HSAL will make all reasonable and practicable efforts to verify the information in its Candidates' CVs or any other information given to the Client concerning its Candidates and to ensure they are adequately qualified and legally able to accept the role on offer. However, the Client acknowledges that HSAL will be entitled to assume the accuracy, completeness and genuineness of information provided to HSAL by Candidates and the Client therefore agrees that it is their responsibility to satisfy themselves regarding any such information and that no liability in this regard shall attach to HSAL. The Client will be solely responsible for arranging work permits and medical examinations and the like and for ensuring that Candidates chosen meet any legal requirements to assume their role.



**Confidentiality**

Information provided to HSAL by the Client will not be disclosed to anyone without the Client's prior permission and the Client agrees to treat any information provided by HSAL with regard to its Candidates as confidential and not to disclose that information to anyone else without both HSAL and the Candidate's prior permission. This clause shall survive the termination of these Terms of Business and/or any particular assignment.

**Protection of candidates' rights**

HSAL strives to maintain the highest standards of confidentiality and abides by the Data Protection Act 1998.

HSAL aims to identify the best available Candidates regardless of their gender, marital status, age, disability, religion, race, colour, ethnic origin, nationality, sexual orientation or beliefs and to select, appraise, promote and treat all Candidates according to merit and ability. All identification and selection processes are formulated on objective and role-based criteria and all Candidates will be offered equal opportunities.

**Liability of HSAL**

HSAL shall not be liable under any circumstances for any loss, expense, damage, delay or compensation (whether direct, indirect or consequential and including but not limited to any legal costs) which may be suffered or incurred by the Client arising from or in any way connected with HSAL seeking a Candidate for the Client or from the introduction to or engagement of any Candidate by the Client or from the failure of HSAL to introduce any Candidate.

**Governing law**

These Terms of Business and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed for and behalf of  
**Hitt Search Associates Limited** by

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Position

Signed for and behalf of  
**The Client** by

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Position

