

TERMS AND CONDITIONS

1. Definitions

In these terms and conditions and all contracts to which the terms and conditions apply:

- “The Client” means the individual firm or company of whatever description in which Eurisko Search shall supply or offer to supply or introduce any Applicant.
- “Applicant” means an individual, or where the context so admits a number of individuals or a company, introduced by Eurisko Search for possible engagement by the Client or a permanent member of staff of Eurisko Search.
- “Engagement” means the employment of an Applicant by the Client; or
an agreement between the Client and the Applicant to enter a contract of employment on some later date; or
an agreement by the Client to remunerate an Applicant; or
an agreement by the Applicant to accept employment or remuneration from a third party to whom he was referred by the Client (whether with or without the consent of Eurisko Search).
- “Remuneration” means the gross aggregate of salary fees, payments weighting and other taxable emoluments of all description payable to or receivable by the Applicant for services rendered to the Client or any third party in the period of 12 calendar months from the date of engagement or the date of commencement of provision of services by the Applicant whichever is the later.
- “Fee” means 30% of the candidate’s first year remuneration, including any guaranteed bonus.
- “Settlement Period” means 14 days from the date of invoice.
- “Interest” means 4% per annum above the base rate for the time being of Lloyds Commercial plc calculated on a daily basis.

2. Acceptance of Terms

The Client shall be deemed to have accepted and be bound by these terms and conditions:

- 2.1 When it interviews an Applicant, whether on the premises of the Client or otherwise; or
- 2.2 When it engages an Applicant; or
- 2.3 When an engagement is made between a third party and an Applicant as a direct or indirect consequence of an introduction made by or on behalf of Eurisko Search.

3. Client's Obligation

The Client shall:

- 3.1 Notify Eurisko Search of any engagement made whether such engagement is made at the time of such introduction or within 6 months after the last interview arising from such introduction.
- 3.2 Fully disclose to Eurisko Search the remuneration to be paid to the Applicant and its means of calculation.
- 3.3 Pay the fee together with V.A.T. thereon at the rate for the time being in force within the settlement period and in default thereof pay interest thereon from the date of invoice to the date of actual settlement.
- 3.4 Not at any time during the Term of this Agreement attempt to solicit any employee or officer of Partners Group directly with a view of offering or giving alternative employment, engagement or otherwise for the said officer or employer

4. Abatement of Fees

In order to qualify for the following abatement, the Client must pay Agency's fee within 14 days of the date of invoice and must notify the Eurisko Search in writing of the termination of the Engagement within 7 days of its termination.

In the event of termination of an engagement within 3 calendar months of its commencement Eurisko Search shall subject to Clause 4.2 hereof abate the fee by credit to the Client in accordance with the following scale:

Period of Employment	Credit Allowed
Within 1 month	100%
Exceeding 1 month Less than 2 months	50%
Exceeding 2 months Less than 3 months	25%

Eurisko Search shall not be liable to abate a fee unless:

Eurisko Search's invoice in respect of the engagement shall have been paid in the settlement period.

Notice of the termination shall have been given in writing by the Client to Eurisko Search within 1 calendar month of such termination and:

Documentary evidence of termination is produced to Eurisko Search by the Client.

The termination is not due to redundancy or the liquidation, bankruptcy, dissolution or amalgamation or reorganisation of the employer or change of job specification.

5. Confidentiality

- 5.1 Eurisko Search and the Client shall ensure mutual confidentiality exchanged for the purpose of effecting an engagement; and
- 5.2 The Client shall not without the consent of Eurisko Search provide information in respect of the Applicant to any third party whether for employment purposes or otherwise.
- 5.3 Eurisko Search shall not without consent of the Client provide to any third party information in respect of the Client or its business or undertaking.

6. Eurisko Search's Obligation

Whilst Eurisko Search shall use its best endeavours to ensure that each Applicant introduced by it to the Client is suitable for the post offered by the Client, the Client alone is responsible for the verification of reference obtained and the selection of Applicant(s) to whom offers of engagement are made.

Eurisko Search shall not be liable for any loss or damage incurred by the Client by virtue of the act, omission or default of any Applicant.

Eurisko Search shall not at any time during the Term of this Agreement attempt to solicit the business of the client directly, or attempt to contact any officer or employee of the Client for the purpose of gaining information as to the recruitment requirements of the Client, or for the purpose of attempting to entice away or solicit any officer or employee with the Client with a view of offering or obtaining alternative employment, engagement or otherwise for the said officer or employer.