
DILECTUS RECRUITMENT SOLUTIONS LIMITED

Terms and Conditions of Business for Permanent Placements

These terms and conditions apply to all arrangements between Dilectus Recruitment Solutions Limited (“Dilectus”) and the Client for the introduction and placement of candidates for permanent and direct contract engagements with the Client. Should the Client require candidates for temporary contract assignments, Dilectus Contract Solutions Limited’s Standard Terms and Conditions of Business for the Supply of Contractors shall apply and which can be provided on request.

1. DEFINITIONS

Candidate	Any person Introduced by Dilectus to the Client for an Engagement (including any officer or employee of the Candidate if the Candidate is a limited company).
Client	Any person, form, or corporate body to whom a Candidate is Introduced.
Client Group	Any subsidiary or associated company of the Client as defined by s1159 of the Companies Act 2006.
Direct Contract	An Engagement of a Candidate by the Client on a direct contract assignment basis (whether or not on a fixed term or on-going basis).
Engagement	The engagement, employment or use of a Candidate, whether under a contract of service, contract for services, agency, license, franchise, partnership agreement, or in any other capacity, whether directly or indirectly through a third person or other legal entity; Engages and Engaged shall be construed accordingly.
Fee	The applicable fee payable by the Client to Dilectus for an Introduction resulting in the Engagement of the Candidate, based upon a percentage of the Remuneration set out in clause 4 or as agreed in the Specific Terms.
Gross Salary	The gross annual salary payable to or receivable by the Candidate in the first year of their Permanent Engagement, including shift allowances, overseas travel and expense allowances (whether contractual or not) or the annualised gross fees including expenses (including per diem rates), shift allowances, premiums and uplifts in fees for overseas travel and work payable to or receivable by the Candidate Engaged as an Interim or in any other capacity with the Client.
Interim Introduction	The Engagement of a Candidate by the Client on a Direct Contract. (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to Dilectus to search for a Candidate; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate; and leads to an Engagement of that Candidate, whether the Candidate was known to the Client previously or not. “Introduces” and “Introduced” shall be construed accordingly.
Offer	An offer of Engagement by the Client to a Candidate, whether made orally, or in writing.
Parties	Dilectus and the Client; Party shall be construed accordingly.
Permanent	A Candidate Engaged on a permanent basis whether full-time or part time.
Remuneration	The aggregate gross annual taxable emoluments payable to or receivable by the Candidate in the first year of their Permanent Engagement, which includes base gross salary, allowances (including car allowance), shift allowances, inducement payments, relocation expenses, bonuses and or commission earnings, the benefit of a company car, and any other identifiable benefits (whether contractual or not, and whether guaranteed or not) or the annualised gross fees (including but not limited to any bonus, commission, expenses (including per diem rates), allowances, shift allowances, and any premiums and uplifts in fees for overseas travel and work) payable to or receivable by the Candidate Engaged as an Interim or in any other capacity, and whether Engaged by the Client, the Client Group or a Third Party. Where the Client provides a company car, a notional amount of £4,000 will be added to the salary or annualised gross fees in order to calculate the Fee for a Permanent Engagement or Direct Contract respectively.
Specific Terms	The special terms and conditions agreed in writing between the Parties in addition to the Terms Business.
Terms of Business	These standard terms and conditions of business for the permanent placements.
Third Party	Any third party (whether a person or other legal entity) to whom the Client has introduced the Candidate.

2. TERMS OF BUSINESS

- 2.1 These Terms of Business (and any Specific Terms) constitute the entire contract between Dilectus and the Client for the Introduction of Candidates for Engagements, and are deemed to be accepted by the Client upon the Client signing the Terms of Business (and or any Specific Terms), upon the Introduction of an Candidate, the Engagement of the Candidate, or by the Client authorising Dilectus to commence work on a permanent vacancy, whichever event occurs the earlier. If there is any conflict between the Terms of Business and the Specific Terms, the Terms of Business shall prevail. These Terms of Business shall prevail over any other terms of business, purchase order or other purchase conditions put forward by the Client.
- 2.2 Subject to clause 10.3, no variation or alteration of these Terms of Business or Specific Terms shall be valid unless the details of the variation are agreed in writing between Dilectus and the Client and confirm the date the variation shall take effect.
- 2.3 Dilectus acts as an "Employment Agency" for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

3. DILECTUS COMMITMENT

- 3.1 Dilectus' reputation as a specialist recruitment consultancy has been established through its commitment to delivering a personal, high quality, and responsive executive search and selection service that meets the needs of its Clients. Accordingly, Dilectus shall at all times provide its services in accordance with good recruitment industry standards and its own service commitments published from time to time.
- 3.2 Dilectus shall use its reasonable endeavours to procure suitable Candidates and will only introduce Candidates whom have confirmed their interest in the position the Client seeks to fill. If Dilectus receives or obtains information which indicates that a Candidate is or may be unsuitable for the Permanent Engagement, it shall inform the Client of that information without delay. This obligation shall only apply for a period of 3 months from the date of the Introduction.
- 3.3 In the event the Client appoints Dilectus as its preferred supplier or the Parties otherwise agree defined levels of business and service levels that are mutually beneficial, Dilectus will consider the Client a key account client ("Key Account Client"). In recognition of the mutually beneficial nature of a Key Account Client, Fees chargeable to Key Account Client will be based on Gross Salary. Any decision to determine or change the status of a Client or Key Account Client at any time will be Dilectus' and will be made in its sole discretion. The Client will be notified of any change in their customer status from time to time.

4. FEES

4.1 Executive Search & Selection

- (a) The Fee payable to Dilectus for a Permanent Engagement arising from an Introduction following an executive search shall be calculated as a percentage of the Remuneration as follows:

Remuneration	Fee%
Up to and including £50,000	20%
Over £50,000	24%

- (b) The Fee shall be invoiced upon the Candidate's acceptance of an Offer. If the Client withdraws an Offer after it is made (irrespective of the reason), the Client shall be required to pay Dilectus a Fee of 5% of the Remuneration.

4.2 Retained Assignment

- (a) The requirements of a retained assignment shall be agreed by the Parties in writing and prior to any work being undertaken by Dilectus. The Client shall be required to reimburse expenses incurred by Dilectus in arranging media space, branded advertisements, and other related expense at cost.
- (b) The Client agrees that Dilectus will be exclusively retained in respect of a retained assignment and therefore the Client agrees it will not advertise or use any other method of attracting or securing Candidates during a retained assignment (whether directly or through another employment agency or other company). In the event that any candidates (including internal candidates within the Client or Client Group) submit their details directly or indirectly to the Client, the Client will refer all such Candidates to Dilectus for consideration and such candidates will be deemed Candidates for the purposes of these Terms of Business.

- (c) The Fee payable to Dilectus for a Retained Assignment shall be 20% of the Remuneration and shall be invoiced in the following instalments:

Retainer Fee –	25% of the projected Fee to be invoiced upon commencement of the Retained Assignment;
Short List Fee –	25% of the projected Fee to be invoiced upon delivery of the short list of Candidates
Completion Fee -	The confirmed Fee less the Retainer and Short List Fees already paid by the Client to be invoiced upon the Candidate's start date of their.

- (d) The Retainer Fee is not refundable should the Retained Assignment be cancelled by the Client at any stage after Dilectus has commenced work on the Retained Assignment. If the Retained Assignment is cancelled after Candidates have been shortlisted for the Client, the Client shall pay a cancellation fee of 8% of Remuneration rather than the full Short List Fee. If the Client withdraws any Offer after it has been made (for whatever reason) the Completion Fee shall be payable in full.

4.3 Direct Contracts

- (a) In the event that a Direct Contract is agreed for a period of less than 12 months, the Fee shall be calculated in accordance with clause 4.1(a) but shall be applied pro rata to the period of the Direct Contract or as otherwise agreed between the Parties.
- (b) If a Direct Contract is extended beyond its initial agreed period (under clause 4.3(a)) above or if the Client re-Engages the Candidate within six months of the termination of a Direct Contract, the Client shall be required to pay a further Fee based on the additional period of Engagement under a Direct Contract but subject to a maximum chargeable period of 12 months from the initial Direct Contract.
- (c) If the Client makes an Offer to the Interim during a Direct Contract, the Fee payable for the Permanent Engagement shall be reduced by the value of the Fee already paid by the Client under the Direct Contract.
- (d) In the event that the Client requires Dilectus to Engage and supply the Interim, Dilectus Contract Solutions Limited will Engage the Interim and its standard terms of business for the supply of contractors shall apply.
- (e) No refund or replacement provisions shall apply to Direct Contracts.

5. INVOICING AND PAYMENT TERMS

- 5.1 All invoices raised under these Terms of Business are payable in full within 14 days of the date of invoice. The Fees are exclusive of VAT which shall be charged at the prevailing rate (where applicable). All invoices must be paid by the Client without any deduction, set off or counterclaim.
- 5.2 Dilectus shall be entitled to charge the Client (i) interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 and (ii) any expenses reasonably incurred by Dilectus in the collection of any unpaid Fees, where the Client has failed to make payment of any invoice. Any interest and associated charges shall continue to accrue at a daily rate from the due date for payment until payment of the invoice is received in full. Where Dilectus has agreed an alternative Fee in the Specific Terms and the Client has not settled the invoice in full within 30 days of the date of invoice, Dilectus reserves the right to revert back to the Fee in these Terms of Business.
- 5.3 Where an offer of Engagement is made to a Candidate in a currency other than pounds sterling (GBP), the Remuneration offered will be converted into GBP (using the exchange rate applicable from XE.com on the date the offer is accepted by an Applicant) and the Fee shall be calculated accordingly.

6. REPLACEMENTS

6.1 Executive Search & Selection

- (a) If the Engagement of a Candidate is terminated by the Client due to the unsuitability of the Candidate within 12 weeks of the commencement of the Engagement (which includes any period of notice or period of notice that would have applied in the absence of garden leave or a payment in lieu of notice) Dilectus shall at no additional cost to the Client use reasonable efforts to source a replacement Candidate (provided Dilectus has exclusivity in sourcing such Candidates) within a period of 4 weeks from being instructed by the Client to Introduce replacement Candidates.

- (b) Provided that the Client has given Dilectus the opportunity to source and Introduce suitable replacement Candidates under clause 6.1(a), if Dilectus is subsequently unable to source or Introduce suitable replacement Candidates within the timeframe of clause 6.1(a) then provided such failure has not been caused by or contributed to by the Client (whether arising due to the Client unreasonably refusing to consider or Engage any replacement Candidates Introduced by Dilectus, due to any act, omission, default or negligence of the Client or otherwise) the following rebate will be payable to the Client:

Week of Termination	Fee% Refund
Up to end Week 2	75%
Week 3 - Week 4	50%
Week 5 - Week 6	25%
Week 7 - Week 8	10%

6.2 Retained Assignment

If the Engagement of a Candidate is terminated by the Client due to the unsuitability of the Candidate within six months of the commencement of the Engagement, the Client will give Dilectus the opportunity to replace the Candidate at no additional cost. In the event the Client does not give the opportunity to replace the candidate, Dilectus will refund 25% of the Fee.

- 6.3 The replacement guarantees in clause 6 are conditional upon the Fee having been paid in accordance with Clause 5 above and the Client having notified Dilectus in writing within 7 days of the termination of the Engagement. The above replacement guarantees do not apply in the case of a termination that arises due to the Client being subject to company reorganisation or a Candidate having been made redundant (irrespective of the reason for redundancy).

- 6.4 The replacement guarantees and refunds in this clause 6 shall only apply once and shall not apply to any replacement Candidate sourced, Introduced and subsequently Engaged by the Client.

7. INTRODUCTIONS

- 7.1 Introductions of Candidates are confidential. The disclosure by the Client to a Third Party of any details regarding a Candidate which results in an Engagement of the Candidate by that Third Party within twelve months of the Introduction renders the Client liable to payment of the Fee as set out in clause 4.1 with no entitlement to any replacement or refund.
- 7.2 A Fee calculated in accordance with clause 4.1 will be charged in relation to any Candidate Engaged by the Client or the Client Group within a period of twelve months from the date of the Introduction by Dilectus, the Client's withdrawal of an Offer of Permanent Engagement or the Candidate's rejection of an offer of Permanent Engagement, whichever is the later.
- 7.3 Where the amount of the actual Remuneration is not known Dilectus will charge a Fee calculated in accordance with clause 4.1 on the minimum level of Remuneration applicable for the position in which the Candidate has been Engaged with regard to any information supplied to Dilectus by the Client and/or comparable positions in the market generally for such positions.
- 7.4 If the Client subsequently Engages or re-Engages the Candidate within a period of six calendar months from the date of termination of an Engagement a full fee calculated in accordance with clause 4.1 above becomes payable with no entitlement to any replacement or refund.
- 7.5 If the Client knowingly fails to notify Dilectus of any Engagement the Client will be liable to pay an additional fee of 5% of the Remuneration representing a fair and reasonable pre-estimate of Dilectus' additional expenses incurred as a result of the Client's breach of these Terms of Business.
- 7.6 If a Candidate has already been introduced to the Client for the same Engagement that the Candidate has been Introduced by Dilectus (whether directly or indirectly through another employment agency or other party) the Client shall notify Dilectus in writing within 24 hours of Dilectus' Introduction and where requested provide evidence of the previous introduction. If the Client does not provide written notification the Client will be liable to pay a Fee upon the Candidate's Engagement. For the avoidance of doubt, this provision only applies to Executive Search & Selection Searches on the basis that all Candidates considered under a Retained Assignment (whether or not the Client has prior knowledge of such Candidate) will attract a Fee under clause 4.2 subject to these Terms of Business.

8. SUITABILITY AND REFERENCES

- 8.1 Notwithstanding Dilectus’ obligations under these Terms of Business and any statutory obligations as an “Employment Agency”, the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or Dilectus before Engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 8.2 The Parties agree to keep information of a proprietary nature received by the other including without limit the Candidate’s CV’s and contact details (including each other’s intellectual property) in confidence and will only use the same for the purpose of evaluating Introductions and making Engagements. The Client warrants and undertakes that it has and will not approach the Candidate’s current employer, contact the Candidate directly or disclose the contents of CVs to any other person without Dilectus’ prior express written consent.

9. LIABILITY

- 9.1 Dilectus and the Client will not unlawfully discriminate against any Candidate whether directly or indirectly, on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Each Party will ensure that each Candidate is considered and or assessed for roles based on the Candidate’s merits, qualifications and technical abilities to fulfil the role. Dilectus will not accept instructions from a Client who indicates an intention to discriminate unlawfully.
- 9.2 Except in the case of death or personal injury caused by Dilectus’ negligence or in any other circumstances in which Dilectus’ liability cannot be limited in law, Dilectus shall not be liable to the Client for any loss, liability, damage, costs, claims or expenses (whether direct, indirect or consequential) incurred by the Client whether arising in respect of, contract, tort (including negligence), statute, misrepresentation or otherwise in connection with the Introduction or Engagement of any Candidate to the Client or the failure by Dilectus to Introduce a Candidate. Dilectus’ total liability arising under or in connection with these Terms of Business whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to 100% of the Fees paid by the Client.

10. GENERAL

- 10.1 These Terms of Business are governed by and shall be construed in accordance with the laws of England and is subject to the exclusive jurisdiction of the English courts (other than for enforcement proceedings, for which the English courts shall have non-exclusive jurisdiction).
- 10.2 Dilectus may vary these Terms of Business in so far as is reasonable to comply with the introduction of or variance in existing legislation that may affect these Terms of Business, provided that Dilectus’ notifies the Client in writing of any such variation.
- 10.3 All notices which are required to be given in accordance with these Terms of Business shall be in writing and may be delivered personally or by first class prepaid post to the addressee upon whom the notice is to be served or any other address that the Party has notified the other Party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.
- 10.4 Each provision of these Terms of Business (as defined by punctuation) is separate, distinct and severable. If any of the provisions of these Terms of Business are determined by the English Courts to be unenforceable, to any extent, such provision may be modified or severed from the remaining Terms of Business to give meaning to the intention of the parties, and the remaining provisions including any such modified provisions shall continue in force.
- 10.5 The Client may not assign its rights and obligations under these Terms of Business without the prior written consent of Dilectus.
- 10.6 All words and expressions in these terms and conditions expressed in upper case shall have the meanings as set out below. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these terms and conditions are for convenience only and do not affect their interpretation. All references to legislation shall include any subsequent amendments or variations and including implementing regulations, codes, and orders made from time to time. No Party shall have (nor represent that they have) any authority to make or enter into any contractual commitments on the other Party’s behalf.

.....
Signed for and on behalf of Dilectus

.....
Signed for and on behalf of the Client

.....
PRINT NAME (SIGNATORY)

.....
PRINT CLIENT NAME

.....
PRINT NAME (SIGNATORY)

.....
Date

.....
Date