



**GTS International Ltd** - Terms and Conditions for the Introduction of a senior person to be directly employed by the Client (Search recruitment approach)

## 1. DEFINITIONS

1.1. In these Terms of Business, the following definitions apply:

<b>“Applicant”</b>	means the person introduced by the Search Firm to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Search Firm’s own staff or associates;
<b>“Client”</b>	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
<b>“Search Firm”</b>	Means ‘GTS International Ltd’, company number 12759889, registered office; Unit 3a Cotswold Business Park, Millfield Lane, Caddington, United Kingdom, LU1 4AJ England. Trading address for all post; GTS International Ltd, GTS International, Studio 1, First Floor, Norfolk House, ,Silbury Boulevard, Milton Keynes, Buckinghamshire; MK9 2AH. England
<b>“Engagement”</b>	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Search Firm to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £8000 will be added to the salary in order to calculate the Search Firm’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

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- 1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Search Firm and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Search Firm, these Terms of Business prevail over any other terms of business for recruitment or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Search Firm and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4 Acknowledgement of these terms by arranging to discuss or meet a prospective candidate are deemed as acceptance of these terms in full.

## 3. NOTIFICATION AND FEES

- 3.1. The Client agrees:
  - a) To communicate regularly and support the project and its progress promptly with the Search Firm and notify the Search Firm immediately of any offer of an Engagement which it makes to an Applicant;
  - b) To notify the Search Firm immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration; and
  - c) To pay the Search Firm's fees within 14 days of the date of invoice.
- 3.2. The Search Firm reserves the right to charge interest on invoiced amounts unpaid at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.3 Our standard terms for a fee payable to the Search Firm by the Client for managing the search assignment is 30% of the Remuneration applicable during the first 12 months of the Engagement. **Any special fees or discounts and the timing of fees are provided in our proposal which shall override this clause where appropriate.**
- 3.4 Search fees are normally payable in the following three stages but the GTS International proposal will take precedence over these terms;
  - a) Retainer/Research – 1/3<sup>rd</sup> (100% refundable if you're not happy with the shortlist)
  - b) Presentation of an accepted Shortlist – 1/3<sup>rd</sup>

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- c) Written acceptance (email will suffice) – 1/3<sup>rd</sup>

3.5 VAT will be charged on the fee at the prevailing rate, as applicable.

#### 4. RERUNS and REFUNDS

4.1. In order to qualify for the following rerun, the Client must pay the Search Firm's fee in accordance with the terms in 3.1 above and must notify the Search Firm in writing (the Client's email confirmation from the project Sponsor is sufficient once it is acknowledged by the Search Firm) of the termination of the Engagement within 7 days of its termination.

4.2. No refund is allowable for fee's already due throughout the search project process.

4.3. If a candidate does not start employment with the client or chooses to leave the Client's employment within 6 months of the date of their acceptance of the offer, the Search Firm shall provide a rerun of the original search without the first (research), second (shortlist) or third stage (acceptance) fee charge where the original research phase and information can be utilised. Where a new research phase is required then a reduced fee of 50% of the original fees will be payable for each stage fee.

#### 5. CANCELLATION FEE

5.1 If, after appointing the Search Firm, the Client decides for any reason to withdraw from the process or contract then **all fee's due at that time will remain payable along with 50% of the next phase fee along with any candidate and consultant expenses due.**

#### 6. INTRODUCTIONS

6.1. Introductions of Applicants and their details are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Search Firm which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Search Firm's fee as set out in clause 3.1 with no entitlement to any refund.

6.2. An introduction fee calculated in accordance with clause 3.1 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Search Firm, whether direct or indirect, within 6 months from the date of the Search Firm's Introduction.

6.3. Where the amount of the actual Remuneration is not known the Search Firm will charge a fee calculated in accordance with clause 3.1 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Search Firm by the Client and/or comparable positions in the market generally for such positions.

#### 7. SUITABILITY AND REFERENCES

7.1. The Search Firm endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work to work in the position which the Client seeks to fill.

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- 7.2. At the same time as proposing an Applicant to the Client the Search Firm shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 7.3. The Search Firm endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.4. The Search Firm endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Search Firm before engaging such Applicant. 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 Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6. To enable the Search Firm to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Search Firm details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## **8. SPECIAL SITUATIONS**

- 8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Search Firm will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all

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reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Search Firm is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## 9. LIABILITY

9.1 The Search Firm shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Search Firm seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Search Firm to introduce any Applicant. For the avoidance of doubt, the Search Firm does not exclude liability for death or personal injury arising from its own negligence.

## 10. LAW

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

## 11. DECLARATION

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Signed for and on behalf of the Client

\_\_\_\_\_  
**GTS International Ltd**  
(The Search Firm)

\_\_\_\_\_  
Print Name & Job Title

**Greg McHugh , MD**  
Print Name & Job Title

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Dated

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Dated