

ROCCO MERCIER

GLOBAL EXECUTIVE SEARCH

Terms and Conditions of Business

About these terms

1. These are the terms upon which we carry out our business with you ('we' always include any associated or subsidiary companies of ours; 'you' always includes any associated or subsidiary companies of yours)
2. These terms are to exclusion of all other terms. They are taken to be accepted by you as soon as you interview any candidate. All figures set out in these terms are subject to VAT. The law of England and Wales applies.

When our fee is due

3. Our fee is issued upon candidate signing their employment contract with you
4. The fee is also payable if you enter into a business relationship with the candidate within 12 months of our introduction or arrangement of interview or in the case of prior Interim or short-term positions within 12 months of the cessation of contract.
5. The fee is based upon the total annual remuneration package of the candidate when they start with you. This includes salary, guaranteed payments, one-off payments upon starting, weightings, and benefits in kind including pension contributions and car allowance. In addition to this the fee will also apply to all STIP and LTIP incentives over a 3 year period and will be calculated using company historic figures on previous incentives at that level. The provision of a car will be regarded as the equivalent of £10,000 of additional salary or the equivalent allowance whichever is greater. If the remuneration package is reduced because of value attributed to share options, then the remuneration will be valued at not less than the level of remuneration enjoyed by the candidate in their previous job.
6. If the candidate is appointed to a non-executive directorship or to a consultancy role, the remuneration package is calculated as the equivalent of the annual salary, subject to a minimum fee of £50,000. If appointed to an Interim, fixed, short term or part-time role, the fee will be based on the annual equivalent of the remuneration paid. If appointed to a commission-only role, the minimum fee will be £50,000 and the maximum will be as now set out, based upon the last known remuneration package the candidate received. Otherwise, the fee is calculated as follows:-

Total annual starting remuneration package	Percentage charge
£50,000 to £99,999	38%
£100,000 to £500,000	40%
£500,000 +	42%

Should the Interim, fixed or short term or part-time contract then result in a further accepted position, either as an extension or a new position, an additional fee will be due as stated above.

7. The fee must be paid within 7 days of signature of candidate contract, and is always subject to VAT. If not paid within 7 days, interest will be at 3% above Bank of Scotland plc base rate, and there will be no replacement candidate benefit under clause 12 below. Outstanding accounts are usually passed to formal legal action after 30 days.

Search and Selection

8a. On projects of search and selection the scale of fees is as clauses 5 and 6 above (based on the expected remuneration packages of the target candidates) but is payable in 2 instalments (1) 25% of final fee at instruction; (2) 75% of fee upon candidate signing their employment contract with you. Once a fee becomes chargeable it is not refundable. Our reasonable expenses are payable by you in addition.

8b. Rocco Mercier reserves the right to charge the client 25% of the estimated final fee upon presentation of short-list, should it be deemed by a Rocco Mercier Director that it is warranted. Typically (but not always) this would occur if the role is changed, delayed or postponed/cancelled and will be at the discretion of a Rocco Mercier Director.

9a. If you cancel our instruction on the project you must pay a postponement/cancellation fee equivalent to 50% of the outstanding balance of the whole project fee (this will be calculated on the entire estimated 3 year remuneration package). A major alteration in your instruction can be treated by us as cancellation.

9b. Should the role be filled internally or via an independent external source within 18 months of the postponement/cancellation then an independent additional fee equivalent to 50% of the outstanding balance of the whole project fee (this will be calculated on the entire estimated 3 year remuneration and incentive package).

9c. Should a historic search, that has previously been postponed or cancelled, be reignited and subsequently filled internally or via a third party within 18 months of the original postponement/cancellation with Rocco Mercier then an independent additional fee equivalent to 50% of the outstanding balance of the whole project fee (this will be calculated on the entire estimated 3 year remuneration and incentive package).

Recruitment advertising

10. We advertise in what we consider to be appropriate publications; the identity and terms are usually but do not have to be agreed in advance. The fee is as above (clauses 5 to 9)

Advertisement charges

11. We will charge separately for advertising, usually (but not necessarily) agreed in advance. In addition we will charge for our own costs of the preparation and production of the artwork and advertising material. These fees are payable with your order. No cancellation of the advertising charges can be made once agreed by you, unless we specifically agree this in writing with you.

Agreement to replace a departing employee

12. If a candidate leaves within 8 weeks (other than for redundancy or dispute over job description) and if you have paid your invoice within the required 7 days and you notify us within 7 days of the departure of the candidate in writing, we will use our reasonable endeavours to locate a replacement for no additional fee. We do not guarantee to be able to provide a replacement applicant.

Onward Referrals

13. If you refer a candidate on to a third party who subsequently employs or enters into an employment or commercial relationship with the candidate within 12 months of our latest contact with you regarding the candidate, you will be liable to pay a fee as if employed them yourself. It is your responsibility to notify the third party of our involvement at the time of your referral to them.

References and the conduct of candidates

14. We do not take up references; these are entirely your responsibility and we are not responsible for any failure by you to do so. We are not responsible for the conduct of the candidate.

Liability and indemnity

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15. We will not be liable to you or any third party for any loss or damage whatsoever due to any negligence on our part, to the full extent permitted by law, whether direct or indirect or consequential loss or otherwise. However and alternatively if we are found to be liable then such liability shall be limited to the sum paid by you, or which otherwise would have been payable, under these terms.

16. We rely upon the information provided by you, and accordingly you are responsible for the accuracy of the details provided by you to us in relation to the position for which the candidate is interviewed or considered and will indemnify us as to any financial or other consequences arising from any inaccuracy.

Insolvency

17. If you become insolvent, enter into an arrangement with your creditors, have a petition presented against you, have a Receiver or Administrator appointed, then we can cancel the contract by written notice without prejudice to our rights and without any obligation to conclude any work.

Variations of these terms

18. No variation of any of these terms can be made unless agreed by one of our directors in advance and in writing.

19. There can be no reduction in fees or alteration to payment terms unless agreed in writing and signed by our director. Where this is agreed, payment of reduced fee must be made in 7 days of that written agreement (or the date of the invoice, whichever is the later). If not so paid, we have the right to immediately withdraw the reduction and the full fee is then payable.

20. In the event of a dispute then the final decision will remain with a Director of Rocco Mercier.