

Terms and Conditions

These standard Terms and Conditions of Business are deemed to be accepted between High Performers Human Talent Solutions (HP Talent) and the Client from the date of introduction of a Candidate. The standard terms and conditions will apply to all introductions unless alternative conditions are agreed in writing by a Director of HP Talent. This Agreement is governed by and shall be construed in accordance with English law. Each of the parties hereto submits to the exclusive jurisdictions of the English courts for all purposes relating to this Agreement.

These Terms of Business supersede any existing Terms Agreement in place between HP Talent and the Client.

Definitions and Interpretations

- (a)** An introduction is defined as the presentation of a Candidate to any employee or representative of the Client and agreement of contact or appointment, howsoever communicated.
- (b)** A Candidate is an individual introduced to the Client by HP Talent. This definition includes resulting individual, multiple individuals and team introductions arising from previous candidate introductions. In the event of multiple hires, a fee will apply to each and every individual at the prevailing rate in accordance with the fee schedule below.
- (c)** An Appointment is defined as an offer of employment extended by the Client to the Candidate and the Candidate accepting the offer of employment. For the purpose of this agreement "Employment" includes any capacity in which the Candidates services are solicited by the Client regardless of employment type or duration including but not limited to the following: permanent, temporary, joint venture, contract, self-employment, work experience, internship, paid, unpaid, full-time or part-time.
- (d)** The Client must agree to notify HP Talent immediately when an appointment has been made and to supply copies of all documentation of an offer to any candidate introduced to the Client by HP Talent.
- (e)** Appointment of a Candidate within a period of 12 months following the initial introduction of any subsequent re-introduction the appointment will represent an appointment as governed by the standard Terms and Conditions of Business as set out herein.
- (f)** Appointment of a Candidate arising from the distribution of a Candidate's details supplied by HP Talent by the Client to a third party the Client is liable to pay HP Talent the full fee.
- (g)** The Client is deemed responsible and has the liability to ensure and substantiate the suitability as to the Candidate's capability, qualification, integrity, medical history and eligibility and to obtain a work permit for the Candidate if required.
- (h)** HP Talent can accept no liability whatsoever on behalf of Clients, their servants or agents for any loss, damage, costs or expenses howsoever caused for which the Client may become liable arising out of or in connection with or as a result of introduction to or appointment by the Client of a candidate.

Fees and Payment

- (a)** Fees are calculated as a percentage of the Candidates Basic salary. For the purpose of this agreement "Compensation" includes remuneration in any capacity including but not limited to the following: wages, salary, commissions, bonuses, bonus buy-outs, dividends, profit shares, stock, stock options and stock buy-outs.

- (b)** In the event of any compensation being for a period of less than 12 months' fees shall be calculated on a pro-rata basis as if the compensation were for a period of 12 months.
- (c)** HP Talent Fees are in accordance as below:
 - i.** A minimum charge of £10,000 will apply to any appointment where the total fee does not exceed this number
 - ii.** Contingency appointment 20% of Candidate's first year Basic Salary.
 - iii.** Retained appointment 30% of Candidates first year Basic compensation.
- (d)** The status of an appointment as a Contingency or Retained appointment is to be agreed between HP Talent and the Client before the introduction occurs.
- (e)** For a Retained appointment standard Terms and Conditions apply as stated, with exception of that the fee is payable in three instalments as follows:
 - i.** A retainer fee calculated as one third of the projected total fee will be invoiced upon commencement of the assignment.
 - ii.** A short list fee calculated as one third of the projected total fee will be invoiced upon presentation of a short list of four candidates.
 - iii.** A placement fee calculated as one third of the first year's gross basic salary offered to the candidate less the amounts invoiced under (e)i and (e)ii above. The placement fee will be invoiced upon the candidate's signed acceptance of the Client's offer and confirmation of resignation
- (f)** Appointment of a Candidate arising from the distribution and/or referral of a Candidate introduced by HP Talent by the Client or a Client representative or employee to a third party the Client is liable to pay HP Talent the full fee. The standard Terms and Conditions of Business will apply for a period of 12 months following introduction of the Candidate appointed in any capacity, whether temporary, permanent or self-employed, the Client will be liable for an introduction fee at HP Talent's prevailing rates at the date of notification, or discovery by HP Talent if not notified.
- (g)** All invoices are payable within the 30 days of the date of the invoice.
- (h)** In the event that the payment is not made within the 30 days the Client will be required to pay interest on the amount due the invoice at the current Bank of England base rate +4% from the date of appointment until payment of the invoice, without concession.
- (i)** If HP Talent incurs any legal costs as a result of non-or late payment of invoice, the Client will become liable for such costs.
- (j)** Reasonable expenses are recharged to the Client. HP Talent will provide details and copies of receipts on request and will seek to minimise such expenses. All expenses will be agreed in advance with the Client before being incurred and will be limited to a maximum of 10% of the fee.