

Terms & Conditions

1. DEFINITIONS

“Company”: Acre Resources Limited whose registered office is Chancery Station House, 33 High Holborn, London, WC1V 6AX.

“Client”: any company, firm, person or other body to whom a Candidate is introduced by the Company.

“The Candidate”: any person seeking employment or work placement whether temporary or permanent Introduced by the Company to the Client.

“Temporary Worker”: any temporary worker Introduced to the Client by the Company.

“Company’s Fees”: fees payable to the Company by the Client in accordance with these Terms and Conditions.

“Engagement”: any employment, consultancy or any other work or professional relationship that the Client enters into with The Candidate in any capacity (including with any legal entity in which The Candidate is a shareholder), whether under a contract of service or a contract for services or as an agent, licensee, partner, director or franchisee and whether on a temporary or permanent basis for whatever duration of time.

“Engaged”: which term shall include employment or use whether under a contract of service or a contract for services and whether on a temporary or permanent basis.

“Introduced or Introduction”: the provision of any details of any Candidate to the Client by the Company whether personally or in writing and whether directly by the Company or indirectly via another Candidate or Client and whether for a temporary or permanent position.

“Remuneration”: includes base salary and car allowance / company car. Where a company car is provided a notional amount of £5,000 will be added to the salary in order to calculate the company’s fees.

“Retained Assignment”: the exclusive engagement of the Company to carry out a Search or Advertised Selection campaign or both.

“Advertised Selection”: the Company carries out an advertising campaign to source Candidate(s) for specific role(s)

“Search”: the Company carries out a direct headhunting campaign to source Candidate(s) for specific role(s)

“Terms and Conditions”: these terms and conditions of business.

2. It is agreed that these Terms and Conditions are the only terms and conditions upon which the Company does business, and shall supersede all previous terms and conditions agreed between the parties and all other terms issued to the Client by the Company or vice versa unless otherwise agreed in writing by a director of the Company.

3. Where a potential Candidate is introduced by the Company to a Client who offers interview(s) and/or terms of Engagement to the Candidate, the Client shall become liable to pay the Company’s introduction fees in accordance with paragraph 6 herein, notwithstanding the possibility that the candidate might simultaneously be introduced to the same Client by other agencies or identified by the Client in any other way.

4. Should there be any contestation of Agency ownership of the Candidate the Company may provide a Confirmation of Representation signed by the Candidate expressing their wishes to be represented by the Company and this document will be used as the predominant basis for making the decision on Agency Ownership.

5. Any Candidate submitted by the Company to a Client for a particular vacancy shall be represented by Acre to that Client for a period of 12 months from the date of submittal. Should the Client Engage the Candidate for this role or any other during this period the Company’s fees will be payable in full.

6. The Company’s fees shall be calculated as follows:

Annual Remuneration Package	Introduction Fee
Up to £39,999	22.5%
£40,000 to £74,999	25%
£75,000 and above	30%

All fees are expressed as a percentage of the first year’s gross annual remuneration package including the provision of a car, or car allowance. Where a company car is offered it will be attributed a notional value of £5,000. No other joining inducements, guaranteed bonuses, profit share, overseas premiums, travel allowances and, living accommodation allowances will be included. The fees will become payable upon commencement of the Engagement by the Candidate.

Where the Company carries out a Retained Search or Advertised Selection campaign (or both) the fees will be payable in three equal instalments as listed below:

Retainer Fee: 1/3 payable on acceptance of the Retained Assignment by the Client

Shortlist Fee: 1/3 payable on presentation of a suitable Shortlist of Applicants

Completion Fee: 1/3 payable on signed acceptance of the Offer of Engagement by the Candidate

The Retainer and Shortlist fees are non-refundable.

7. The Company will charge interest on invoiced amounts unpaid for more than 21 days from the date of the invoice. The Company will exercise its right to claim statutory interest at 8 per cent over the current Bank of England base rate, as well as claiming compensation for the recovery of costs, both guaranteed by the Late Payment of Commercial Debts (Interest) Act 1998, if money owed is not received by the agreed date and under the agreed credit terms. Interest will be applied from the due date until the date of payment.

8. In the event that the Engagement is for a fixed term of less than 12 months, the fee will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-Engages the Applicant within 12 months of the initial introduction then further fees will be payable as per clause 6.

9. Cancellation fees:

(a) If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of £2,000.

(b) Where the Company has been retained, and the Client decides for any reason to cancel or postpone the vacancy, and if the Company by that time has already spent time in relation to the search, the Client shall pay the Company a cancellation fee of £2000 to compensate for the search work performed. This payment becomes immediately due upon cancellation of assignment.

10. The Client undertakes to:

(a) Notify the Company immediately an Engagement of a Candidate is agreed, and to provide to the Company full details of terms of Engagement including salary and bonus / other benefits agreed.

(b) Pay the Company's Fees within 21 days of the invoice date. Where an Engagement of a Candidate has taken place, the Client will be invoiced upon commencement of the Engagement.

11. In the event of a Candidate terminating the Engagement with the Client within a certain period of commencement of the Engagement, part of the Company's Fees will be refunded to the Client in accordance with the scale set out below so long as the Company is satisfied that:

(a) The Client has notified the Company in writing of the termination of the Engagement and within 7 days of its termination, and

(b) The Company's Fee has been paid in full by the Client within 21 days following the Company's invoice, and

(c) The Client has provided satisfactory evidence to the Company of the reason for the termination of the Engagement, and

(d) The parameters of the position into which the Candidate has been Engaged are not altered from those given either verbally or in writing at any stage throughout the Introduction, and

(e) The Engagement has not been terminated due to redundancy (voluntary and involuntary) or redeployment

(f) In the event that part of the Company's fee should be refunded the following will apply:

Week from commencement of employment: % Company Fee Refund:

1 – 2	80%
3 – 4	60%
5 – 6	40%
7 – 8	20%
8+	0%

12. In the event that the Client or any subsidiary or associate company of the Client subsequently re-Engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement then the Company's Fees will become immediately payable.

13. Introductions made by the Company to the Client are confidential between the parties and the passing of any information regarding a Candidate by the Client to a third party which results in the Engagement of the Candidate by the third party shall cause the Company's Fees to become payable in full by the Client.

14. If any employee of the Company is Engaged by the Client on any basis whatsoever then the Client will be liable to the Company for twice the Company's Fees.

15. The Company endeavours to make every reasonable effort to ensure the suitability of Candidates selected on behalf of the Clients but do not personally establish references and cannot accept responsibility to the Clients for any loss, expense, damage or delay however occasioned (to the fullest extent that the law permits). The Client is responsible for taking up references concerning a Candidate's skills qualifications and general integrity, obtaining work permits and satisfying any medical requirements or qualifications as are required by law or otherwise. The Company can accept no liability of any kind for loss or damage to property or for any other loss including without prejudice to the generality of the foregoing loss of profits or for any injury arising directly or indirectly from any act or omission of any Candidate Introduced by the Company even if such act or omission is negligent or fraudulent or reveals dishonesty.

16. If any paragraph or part thereof in these Terms and Conditions is held invalid or is otherwise deemed unenforceable by a competent Court, the remainder of these Terms and Conditions shall nevertheless still apply.

17. The construction and validity of these Terms and Conditions shall be governed by English law and any dispute arising out of the Terms and Conditions shall be subject to the jurisdiction of the Courts of England and Wales.

18. Amicable Dispute Resolution.

If a dispute arises that relates to this Agreement, the parties will meet in a good faith attempt to resolve it. If as a result of such meeting(s) the parties arrive at deadlock, the parties will then try to resolve the problem with the help of a mediator. The mediation process will be non-binding, meaning that the parties will not be obliged to resolve the dispute during the mediation, but they will in good faith each try their best to do so. The way the mediation will be set up is as follows: The Company will propose to the Client the names and CVs of at least 4 mediators experienced in mediating business disputes, none of whom have any prior relationship with the Company or any of its directors; the Client will then select one of the mediators from that list; whichever the Client selects will be accepted by the Company. The Company will then invite the selected mediator to assist the parties to resolve the dispute. The mediator will take over the process and agree dates and other process details with the parties. The mediator will at all times remain completely neutral. The Company and the Client will share the costs of the mediator.

Neither party will start any legal or other action in relation to any dispute arising from this agreement until it has promptly tried to settle the dispute by negotiation, followed if necessary mediation. Only if the mediation has ended without a settlement (or the other party has failed to participate in the mediation or has unreasonably delayed the process) will legal action be started pursuant to Paragraph 18.

19. Any notice given under these Conditions may be either delivered personally, sent by normal overland post, emailed or faxed, and shall have the same force and validity whichever notification method is used.

20. Should the Client have any complaint about the services, as soon as practically possible the Client shall inform the Company of the nature of the grievance initially orally but confirmed in writing. The Company will investigate the complaint and respond to the Client within 5 working days with details of any recommended remedial action. Upon agreement between the Company and the Client of any remedial action, the Company will enforce such remedial action within 48 hours and will continue to monitor the corrective program for such period as the Company deems appropriate in all the circumstances.

21. The Company shall not be liable to the Client or deemed to be in breach of this agreement by reason of delay in performing or any failure to perform any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's control. The following shall be regarded as causes beyond the Company's reasonable control: any Act of God, explosion, flood, tempest, fire or accident, war or threat

of war, sabotage, terrorism, insurrection, civil disturbance or requisition, strikes, lockouts or other industrial action or trade union dispute, power failure or breakdown in machinery.

22. All sums payable for the services unless otherwise stated are exclusive of VAT and any other duties or taxes.

23. The signatory of this agreement for each party hereby warrants that they have actual or ostensible authority to enter into this agreement on behalf of the Client or Company as the case may be.

I hereby agree to the foregoing terms and conditions

On behalf of the Company

On behalf of the Client

Business: Acre Resources Ltd

Signatory Name:

Position:

Date:

Signature: