

Terms and Conditions

1. The Contract

- 1.1 These terms constitute a contract between Charlotte Streeten Consulting Ltd and the Client, deemed to be accepted by the Client upon an introduction.
- 1.2 These terms are the complete and only terms of business between Charlotte Streeten Consulting Ltd and the Client, superseding all previous agreements and understandings, written or oral.
- 1.3 No variations to the Terms shall be effected unless previously agreed between the Client and Charlotte Streeten Consulting Ltd in writing.
- 1.4 If any provision of these Terms is found by a court or competent authority to be unenforceable, such provisions shall be deemed to be deleted from these Terms and the remaining provisions of these Terms shall continue to have full force and effect. Notwithstanding the foregoing, the Client and Charlotte Streeten Consulting Ltd shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substitutes for the provision found to be void and unenforceable.

2. Notification & Fees

- 2.1 The Client agrees to notify Charlotte Streeten Consulting Ltd immediately of any offer of an Engagement which it makes to the candidate, providing details of the Remuneration package and its acceptance.
- 2.2 The Fee will be charged in relation to any candidate who commences its Engagement within 12 months from the date of the Introduction.
- 2.3 The Fee is incurred by the Client when the Candidate commences the Engagement and the Company renders an invoice to the Client for its Fees;
or in the case of a Retained Search assignment; the fee is divided into three parts: one third upon commencement of mandate, one third upon accepted shortlist of candidates and the balance upon completion of mandate by successful Candidate accepting Client's Offer of Employment.
- 2.4 The Fee is 30% of package applicable during the first 12 months of the Engagement. Car allowances, discretionary bonus schemes and equity packages form part of the Fee.
- 2.4a In the event of an Interim assignment, and the Client paying the Candidate on a 'day-rate' basis, the Fee shall be invoiced weekly through Charlotte Streeten Consulting Ltd at 30% of package.
- 2.5 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 Candidate within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- 2.6 If the Client subsequently engages or re-engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal the Fee will become payable.
- 2.7 In the event that a Candidate introduced by Charlotte Streeten Consulting Ltd is either rejected by the Client or rejects the Client's offer of employment and is subsequently employed or engaged by the Client in any capacity within 12 months of Charlotte Streeten Consulting Ltd's Introduction then such engagement shall be deemed to be an Engagement and the Fee shall become payable by the Client to Charlotte Streeten Consulting Ltd in accordance with these terms.
- 2.8 In the event that the Client effects, directly or indirectly, an introduction of any Candidate originally introduced to it to any third party which results in the Engagement of the Candidate by that third party within 12 months of the Introduction by Charlotte Streeten Consulting Ltd then the Fee shall be payable by the Client to Charlotte Streeten Consulting Ltd as if the Engagement had been within the terms hereof.
- 2.9 In the event that the Client requires special consultancy projects, such as salary surveys or specific research assignments, the fee payable by the Client for such services shall be agreed in writing with Charlotte Streeten Consulting Ltd prior to the commencement of the assignment.

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3. Payment & Fees

3.1 For all permanent and fixed term hires, the Client shall pay the Fee to Charlotte Streeten Consulting Ltd, together with any applicable VAT, within 14 days of the date of the Invoice.

3.1a For all contract / interim hires, the Client shall pay the Fee to Charlotte Streeten Consulting Ltd, together with any applicable VAT, within 7 days of the date of the invoice.

3.2 If the Client fails to make any payment when due Charlotte Streeten Consulting Ltd shall be entitled to charge interest on the amount unpaid at the rate of 4% over the base rate from time to time of NatWest Bank Plc. Such interest shall accrue from the due date until payment is made in full.

4. Cancellation Fee & Expenses

4.1 Subject to clauses 2.6 and 2.7, in the event that the Client offers an engagement to a Candidate in writing and this offer is accepted by such Candidate in writing and the offer is subsequently withdrawn by the Client then a minimum fee of £5,000 plus VAT shall be payable by the Client to Charlotte Streeten Consulting Ltd.

4.2 In the event that Charlotte Streeten Consulting Ltd incurs expenses relating to an Engagement or a proposed Engagement including, without limitation, any travel, advertising and interview expenses, and whether agreed verbally or in writing with the Client, then such expenses shall be invoiced by Charlotte Streeten Consulting Ltd in addition to the Fee and shall be payable by the Client within 14 days of the date of the invoice.

4.3 If the Client agreed to reimburse Charlotte Streeten Consulting Ltd in relation to any marketing or advertising expenditure in respect of any instruction placed with Charlotte Streeten Consulting Ltd by the Client pursuant to these Terms and that assignment is terminated by the Client for any reason, or the Client for any reason materially alters its requirements, the Client will pay all marketing and other costs incurred by Charlotte Streeten Consulting Ltd in connection with such assignment.

5. Replacement & Refund

5.1 If the Engagement terminates and the Candidate leaves within 8 weeks of commencement of the Engagement (other than by reason of redundancy), Charlotte Streeten Consulting Ltd shall use all reasonable endeavours to find a replacement Candidate and shall not charge the Client a Fee upon commencement of the Replacement Candidate's Engagement. Should the Client not want a replacement candidate, the Client shall be refunded 50% of the Fees.

5.2 Subject to clause 5.3 and 5.4, if the Engagement terminates and the Candidate leaves between 8-12 weeks of commencement of the Engagement (other than by reason of redundancy) the Client shall be refunded 25% of the Fees.

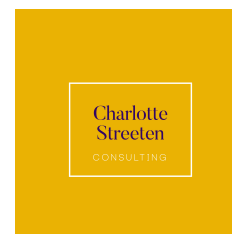
5.3 In order to qualify for the Replacement outlined in clause 5.1 and the refund outlined in clause 5.2 the Client must comply with clause 2.1; pay any fees within 14 days of the date of the Invoice and notify Charlotte Streeten Consulting Ltd in writing of the termination of the Engagement within 7 days of its termination.

5.4 For all contract / interim engagements the Candidate should be duly paid for all hours worked up to their termination, with no refund / rebate offered for time already worked.

5.5 In circumstances where clause 2.6, 2.8 and 5.1 apply there shall be no entitlement to a refund.

6. Client Undertakings

6.1 The Client undertakes, without prejudice to any other right of action which Charlotte Streeten Consulting Ltd may have, at all times to indemnify and keep Charlotte Streeten Consulting Ltd fully and effectually indemnified against any costs, claims, damages, loss, expenses and liabilities incurred by Charlotte Streeten Consulting Ltd arising out of any breach of by the Client of its obligations under these Terms.



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6.2 The Client undertakes to rely purely on its own skills and judgement and be solely responsible for satisfying itself as to the proficiency, integrity, availability, suitability, standard of skill and reliability of a Candidate and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and for arranging all medical and other examinations of the Candidate and for obtaining any work or other permits.

7. Confidentiality

7.1 All information supplied by Charlotte Streeten Consulting Ltd is confidential and intended for the exclusive use of the Client which undertakes to keep such information entirely confidential and to comply in all respects with all statutes, rules, regulations, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its receipt and processing of such information and related matters and Charlotte Streeten Consulting Ltd shall accept no liability for any loss or damage occasioned through disclosure by the Client of such information. Any ideas, concepts, know-how or techniques developed by Charlotte Streeten Consulting Ltd or obtained during the execution of assignments hereunder will be owned exclusively by Charlotte Streeten Consulting Ltd.

8. Liability

8.1 Charlotte Streeten Consulting Ltd will accept no liability for any loss, costs, expenses, damages or delay howsoever occasioned arising from any matter beyond the reasonable control of Charlotte Streeten Consulting Ltd.

9. Publicity

9.1 There may be occasions when Charlotte Streeten Consulting Ltd would like to make known that it acts or has acted for the Client in a particular market place. Charlotte Streeten Consulting Ltd will not disclose any confidential information about the Client's business or any particular transaction to any third party without the Client's prior written consent.

10. General

10.1. Nothing in these Terms shall create or be deemed to create a Company or joint venture of any kind or the relationship of principal and agent or employer and employee between the Client and Charlotte Streeten Consulting Ltd. Neither party shall be able to bind the other party nor pledge the credit of the other party.

10.2 Nothing in these Terms shall create rights for third parties under the Contracts (Rights of Third Parties) Act 1999.

11. Governing Law

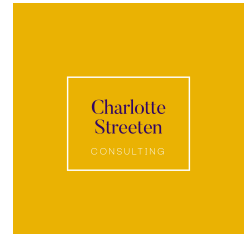
11.1 These Terms shall be governed by and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English courts.

12 Definitions

12.1 "Candidate" means a person who Charlotte Streeten Consulting Ltd believes in its absolute discretion may be suitable for a position with the Client in any capacity whatsoever or whom the Client may wish to be introduced to.

12.2 "Client" means the person, firm or corporate body requiring the services of Charlotte Streeten Consulting Ltd.

12.3 "Engagement" means the engagement, employment or use of the Candidate by the Client, or any third party to whom or to which the Candidate was introduced by the Client, on a permanent or temporary basis,



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whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement, or any other engagement.

12.4 "Introduction" means the passing to the Client of a curriculum vitae or information which identifies the Candidate; or the Client's interview of a Candidate in person or by telephone

Client acceptance:

I, the undersigned, have read and am duly authorised to sign on behalf of the Client acting for and on behalf of itself and each of its Associates as acceptance of the terms and conditions set out above.

Signature

Name

Position

Date