

Executive search terms of business

A. Permanent staff

The executive search fee is calculated by applying the relevant percentage to the Candidate's Salary (as defined below). The relevant percentage is the rate which corresponds with the Service selected by the Client (as set out below).

Service	Executive Search Fee
Ultimate	35%
Elite	30%
Superior	27%

The Salary means the total first year gross remuneration together with all commission, bonuses and benefits (including car allowance) before applying any exemptions or deductions for income tax purposes. Where a car or car allowance is provided, the amount of the benefit shall be £7,500 or the actual car allowance, whichever is greater. For the purpose of calculating the executive search fee, (1) the Salary will be as advised by the Client at the time of the execution of the executive search assignment proposal ("Proposal") or the actual Salary to be paid to the Candidate, whichever is greater; and (2) the Salary (whether advised or actual) shall not be reduced by (i) the earlier termination of the Candidate's employment or (ii) any reduction in the Candidate's remuneration, howsoever arising. For part time roles, the rate shall be applied to the equivalent full time Salary. For fixed term roles, the rate shall be applied to the equivalent 12 month Salary, and the Guarantee of Satisfaction shall not apply.

B. Payment

Retainer Fee – one-third of the executive search fee (as calculated in A above), non-refundable, and invoiced before commencement of the services.

Second Stage Fee – one third of the executive search fee, invoiced upon agreeing the shortlist of Candidates to be interviewed by the Client.

Final Stage Fee – the executive search fee less the Retainer Fee and the Second Stage Fee, invoiced upon the successful Candidate's commencement of employment or engagement with the Client.

C. Guarantee of satisfaction

In the event of a Candidate leaving the Client's employment within a specified period after commencement for any reason other than redundancy or material change to the Position, Reed offers a Guarantee of Satisfaction as set out below and subject to clause 20 of these Terms:

Ultimate

Reed offers an 18 month guarantee. If the Candidate leaves within the first 52 weeks of employment, Reed shall offer a rebate of two-thirds of the executive search fee.

Elite

Reed offers a 12 month guarantee. If the Candidate leaves within the first 52 weeks of employment, Reed shall offer a rebate of two-thirds of the executive search fee.

Superior

Reed offers a 6 month guarantee. If the Candidate leaves within the first 52 weeks of employment, Reed shall offer a rebate of two-thirds of the executive search fee.

D. Supplemental candidates

Should the Client engage more than one Candidate introduced by Reed through the executive search assignment then an executive search fee calculated in accordance with the Service agreed in the Proposal shall apply to each and every additional Candidate engaged. The fee will be invoiced upon the Candidate's commencement of the employment or engagement with the Client. For the avoidance of doubt, the whole executive search fee (as opposed to just the Placement Fee) will be payable.

E. Non-assignment candidates

Should the Client engage a Candidate introduced by Reed outside of an executive search assignment then an executive search fee calculated in accordance with the Executive Service shall apply. The Fee will be invoiced upon the Candidate's commencement of the employment or engagement with the Client. For the avoidance of doubt, the whole executive search fee (as opposed to just the Placement Fee) will be payable.

I. Definitions and interpretation:

"Candidate" means a person or limited company introduced by Reed to the Client for the purpose of a Position. If a Candidate is a limited company, any reference to being employed by a Client shall be replaced by being engaged by a Client.

"Client" means the hirer who has requested Reed to introduce a Candidate or to whom Reed has introduced a Candidate.

"engaging a Candidate in any capacity" means employing, engaging or making use of a Candidate in any role on any basis, including without limitation, on a permanent, fixed term, temporary or self employed basis.

"introduction" means the provision by Reed to the Client of any details, whether written or oral, of a Candidate or the Client's interview of a Candidate, and "introduce" shall be construed accordingly.

"Position" means a permanent or fixed term role within the Client's organisation, as appropriate.

"Reed" means Reed Specialist Recruitment Limited.

"Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Terms" means these Terms of Business and any agreed variations.

2. These Terms take effect from 1 February 2024 and supersede any previous terms of business issued by Reed. The Terms contain the entire agreement between the parties, and any terms put forward by the Client are excluded.

3. Reed is acting as an employment agency as defined in the Regulations.

4. If, following receipt of these Terms, the Client deals with Reed in respect of the introduction of Candidates for any Position, or engages a Candidate in any capacity, the Client is deemed to have accepted these Terms. Where the service option is unclear or none has been selected, the Executive Service shall apply.

5. No variation of these Terms is valid or shall be binding on Reed unless confirmed in writing by Reed to the Client.

6. All invoices are payable within 14 days of receipt. Receipt of invoice shall be deemed to be two days after the date shown on the invoice. VAT is payable at the prevailing rate.

7. Reed reserves the right to charge interest and compensation on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

8. By engaging a Candidate in any capacity, the Client will be liable for the executive search fee.

9. In respect of a Position, the Client shall provide Reed with the following information:

(1) its full corporate name, address and registered number or, where not applicable, its full business and trading name and address, and the nature of its business;

(2) the nature of the Position, including the type of work involved, the location, the hours of work, the commencement date, and the likely duration;

(3) any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;

(4) the experience, training, qualifications and any authorisations which are required by the Client including any which the Client is aware are required by law or by any professional body in respect of such Position;

(5) any expenses payable by or to the Candidate;

(6) the minimum remuneration, the intervals of payment, and any other benefits in relation to the Position;

(7) the lengths of notice which the Candidate would be entitled to receive or be required to give for termination of employment;

(8) if it intends to engage the Candidate otherwise than as an employee on a contract of services; and

(9) if the Position involves working with vulnerable persons, including without limitation, persons under the age of 18, or persons in need of care or attention by reason of old age, infirmity or any other circumstances.

10. The Client is responsible for satisfying itself that a Candidate is suitable for the Position. It is also the Client's responsibility to obtain a work permit for the Candidate wherever necessary.

11. Reed accepts no liability whatsoever for any loss, damage, costs or expenses howsoever caused which the Client may suffer or incur arising out of or in connection with the introduction to or

the engagement by the Client of a Candidate unless such loss, damage, costs or expenses are a direct result of the negligent acts or omissions of Reed. For the avoidance of doubt, nothing in this clause shall be deemed to exclude any liability which cannot by law be excluded, including without limitation, liability for death or personal injury and fraudulent misrepresentation.

12. If, after an offer of employment has been accepted by a Candidate, the Client withdraws such offer, it shall be liable for a cancellation fee of 50% of the placement fee.

13. If the Client engages a Candidate in any capacity within one year of the Candidate being introduced by Reed, or if the Client refers a Candidate to a third party which engages the Candidate in any capacity, the Client will be liable for the executive search fee. If the Salary is not known to Reed, the executive search fee shall be £100,000.

14. If, within 12 months of registration of a Position, any employee of Reed with whom the Client has dealt during that 12 month period is engaged by the Client in any capacity, the Client will be liable to Reed for an introduction fee of £20,000.

15. By asking Reed to introduce Candidates for a Position, the Client is authorising Reed to advertise such Position.

16. The Client shall inform Reed immediately if it becomes aware of any circumstances which would render the employment of any Candidate detrimental to the interests of the Candidate or the Client.

17. On request, Reed will supply to the Client copies of any relevant qualifications or authorisations provided to Reed (except where Reed is not permitted to obtain, verify or disclose the same or where the Client is required by law or by the rules of any relevant regulatory or professional body to obtain or verify the same) and copies of non-confidential references in Reed's possession where the position involves working with vulnerable persons, including without limitation, persons under the age of 18, or persons in need of care or attention by reason of old age, infirmity or any other circumstances.

18. The Client shall not bring any claim or legal proceedings in respect of any refund, credit note, debt, overpayment (including VAT) or other repayment, howsoever arising, after the expiry of 4 years after the date on which the relevant payment was made.

19. If any provision or part thereof of these Terms is held to be illegal or unenforceable the validity or enforceability of the remainder of the relevant provision and the Terms shall not be affected.

20. The Guarantee of Satisfaction shall not apply (i) where the Client has not paid the executive search fee in accordance with clause 7; or (ii) where the Client has failed to notify Reed of the Candidate's termination of employment in writing within 7 days of such termination; or (iii) to fixed term contract placements or fixed term contract to permanent conversions; or (iv) to the Retainer Fee; or (v) to engagements under clause 13 which are not notified to Reed; or (vi) to engagements under clause 14; or (vi) to supplemental Candidates and non-assignment Candidates.

21. If within 12 months of the end of the employment, the Client retains or re-engages in any capacity any Candidate to whom the Guarantee applied any rebate paid to the Client shall be repayable to Reed on demand.

22. A minimum fee of £15,000 shall apply to all placements including, for the avoidance of doubt, supplemental Candidates and non-assignment Candidates.

23. Neither party shall disclose any information of the other which is designated confidential or which ought reasonably to be regarded as confidential, except for information which is already in the public domain (otherwise than by breach of this clause) or where disclosure is required by law.

24. Each party shall comply with their own statutory obligations, and shall provide reasonable assistance with the other party's statutory compliance. In particular, for the purposes of applicable data protection laws (which include the UK GDPR and the Data Protection Act 2018), the Client and Reed are each data controllers and each shall comply with their respective obligations under the data protection laws.

25. These Terms of Business shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales. Where the executive search services are provided by a branch based in Northern Ireland to a Client also based in Northern Ireland, the Terms will be governed by the laws of Northern Ireland, the parties submit to the non-exclusive jurisdiction of the courts of Northern Ireland, and all references in these Terms to English statutes shall be deemed to be replaced by their equivalents in Northern Ireland law.