

TERMS OF BUSINESS – EXECUTIVE SEARCH

Refind Search Ltd (trading as re:find) | Company no. 09203713

1. 1. DEFINITIONS

In these Terms the following definitions apply:

“Agency” means Refind Search Ltd, trading as re:find, registered company number 09203713, whose registered office is at Charlotte Street, St Pauls Square, Birmingham, West Midlands, B3 1PX.

“Assignment” means the executive search engagement under which the Agency is instructed to identify, assess and present Candidates for one or more roles, as set out in the relevant proposal, statement of work or fee schedule agreed with the Client.

“Candidate” means any person identified, approached, assessed, longlisted, shortlisted or otherwise put forward by the Agency in connection with an Assignment, including any officer, employee or representative of a corporate Candidate, and including any internal or Client-sourced candidate who is assessed by the Agency as part of the Assignment.

“Client” means the person, firm or corporate body instructing the Agency, together with any subsidiary, parent or associated company, to which or for whom a Candidate is introduced or assessed.

“Engagement” means the appointment or use of a Candidate by the Client, or by any third party to whom the Candidate has been passed by the Client, whether on a permanent, fixed-term, interim, contract, consultancy or any other basis, whether under a contract of service or for services, and whether direct or through a limited company, agency or other entity. “Engage” and “Engaged” are construed accordingly.

“Fixed-Term Engagement” means an Engagement agreed in advance to be for a fixed term of less than 12 months.

“Introduction” means (i) the passing to the Client of a curriculum vitae, profile or information identifying a Candidate, or (ii) the Client’s interview of or contact with a Candidate by any means, in either case arising from the Agency’s work on the Assignment. “Introduce” and “Introduced” are construed accordingly.

“Search Fee” means the fee payable by the Client for the Assignment, calculated in accordance with clause 3 and the agreed fee schedule.

“Remuneration” means the Candidate’s total first-year cash remuneration, including gross base salary or fees, guaranteed bonus, sign-on payments, car or other fixed allowances and any other guaranteed payments. It excludes discretionary bonus, benefits in kind and relocation costs. Where the Client provides a company car in place of a stated allowance, a notional £10,000 is added to salary for the purposes of calculating the Search Fee.

“Replacement Candidate” means a Candidate Introduced by the Agency to fill an Engagement following the departure or non-commencement of a previously placed Candidate within the first 10 weeks of the Engagement.

1.2 References to the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

2. THE CONTRACT

2.1 These Terms, together with the agreed proposal, statement of work and fee schedule, constitute the contract between the Agency and the Client for the provision of executive search services. They are deemed accepted by the Client on the earlier of the Client instructing the Agency to commence an Assignment, the Introduction of any Candidate, or the Client passing information about a Candidate to any third party.

2.2 These Terms contain the entire agreement between the parties and, unless otherwise agreed in writing by a Director of the Agency, prevail over any terms or purchase conditions put forward by the Client.

2.3 No variation to these Terms is valid unless agreed in writing between the parties, with a copy of the varied terms given to the Client stating the date from which they apply.

2.4 The Agency acts as an employment agency, as defined in section 13(2) of the Employment Agencies Act 1973, when Introducing Candidates for direct Engagement by the Client.

3. FEES AND PAYMENT

3.1 The Search Fee is the fee set out in the agreed fee schedule for the Assignment. Where a percentage fee applies, it is calculated on the Candidate’s Remuneration. The Client agrees to notify the Agency promptly of any offer made to a Candidate, of its acceptance, and of the agreed Remuneration, providing documentary evidence on request.

3.2 Executive search Assignments are conducted on a retained basis. Unless otherwise agreed, the Search Fee is invoiced in three instalments:

- (a) one third on initiation of the Assignment;
- (b) one third on presentation of the agreed longlist or shortlist; and
- (c) the balance on the placed Candidate commencing the Engagement.

Permanent placement fee:

Annual remuneration	Search Fee
All levels	33% of Remuneration

3.3 Where the actual Remuneration is not yet known, the Agency will calculate the Search Fee on a reasonable estimate, having regard to the market rate for the role and any information supplied by the Client.

- 3.4 **Fixed-term and interim placements.** For a Fixed-Term Engagement, the Search Fee is charged on a banded, pro-rata basis by reference to the fixed term agreed, scaled proportionally against the equivalent permanent fee. If the Client extends the Engagement beyond the initial fixed term, or re-Engages the Candidate within 12 months of the end of the fixed term, a further fee is payable on the additional Remuneration, subject to the total fee not exceeding the fee that would have applied to a 12-month or permanent Engagement.
- 3.5 The Client may not set off, deduct or withhold any amount against sums due to the Agency.
- 3.6 Invoices are payable within 14 days of the invoice date. VAT is charged at the standard rate on all fees.
- 3.7 The Agency may charge interest on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998 at 8% per annum above the Bank of England base rate, from the due date until payment.
- 4. CANCELLATION AND SUSPENSION**
- 4.1 The Client may cancel or suspend an Assignment at any time by written notice. Instalments already invoiced or due at the date of cancellation remain payable in full, as they reflect work already carried out.
- 4.2 Where an Assignment is cancelled after commencement but before presentation of the longlist or shortlist, a cancellation fee of one third of the total Search Fee is payable, together with any reasonable third-party costs already incurred and agreed.
- 4.3 Where an Assignment is cancelled after presentation of the longlist or shortlist, the first and second instalments remain payable in full.
- 4.4 If, following cancellation or suspension, the role is filled by any Candidate Introduced or assessed by the Agency, whether within 12 months of cancellation or otherwise, the full Search Fee becomes payable as if the Assignment had completed, less any instalments already paid.
- 4.5 The Agency may suspend or withdraw from an Assignment, with instalments due to that point remaining payable, if the Client materially changes the brief, fails to pay sums when due, or fails to engage with the process such that the search cannot reasonably proceed.
- 5. INTERNAL AND CLIENT-SOURCED CANDIDATES**
- 5.1 Where the Agency is instructed to assess, interview or benchmark an internal candidate or a candidate the Client has sourced independently, that person is a Candidate for the purposes of these Terms.
- 5.2 **Candidate assessed by the Agency.** If the Agency assesses, interviews or formally evaluates an internal or Client-sourced candidate as part of the Assignment, and that candidate is appointed to the role, the full Search Fee is payable. The value of the Assignment lies in the search, assessment and selection process, not solely in sourcing an external hire.
- 5.3 **Candidate not assessed by the Agency.** If the Client appoints an internal or Client-sourced candidate whom the Agency has not assessed or engaged with in any way, the cancellation provisions in clause 4 apply according to the stage reached, rather than the full Search Fee.
- 5.4 Where internal benchmarking or assessment forms part of the agreed scope, the position on fees will be confirmed in writing in the proposal at the outset, so expectations are clear on both sides.
- 6. DIRECT HIRES, REPEAT AND ADDITIONAL ENGAGEMENTS**
- 6.1 If, within 12 months of an Introduction, the Client Engages a Candidate in any role, including a role other than the one for which the Candidate was originally Introduced, the full Search Fee for that Engagement is payable, whether or not the Engagement results directly from the Assignment.
- 6.2 The 12-month period runs from the latest of the date of Introduction, the Client's withdrawal of an offer, or the Candidate's rejection of an offer.
- 6.3 If the Client subsequently Engages an additional Candidate Introduced during the Assignment for a further or separate role, a further Search Fee is payable for that Engagement.
- 7. INTRODUCTIONS TO THIRD PARTIES**
- 7.1 All Candidate information is confidential. If the Client discloses a Candidate's details to a third party, that is a Third Party Introduction. If a Third Party Introduction results in the Candidate being Engaged by that third party, or by any company within the Client's group, within 12 months of the Agency's Introduction, the Client is liable for the full Search Fee under clause 3. No refund applies to a fee arising under this clause.
- 7.2 The Client agrees not to refer, pass on or otherwise make available a Candidate's details to any other organisation without the Agency's prior written agreement.
- 8. REPLACEMENT GUARANTEE**
- 8.1 If a placed Candidate's Engagement does not commence, or is terminated by either party (other than by reason of redundancy, restructuring or a material change to the role) within the first 3 months of the Engagement, the Agency will carry out one Replacement search at no further professional fee, subject to clause 8.2.
- 8.2 The replacement guarantee applies only where all invoices have been paid in full, the Client has notified the Agency in writing within 7 days of the departure or non-commencement, and the Client gives the Agency a reasonable period to identify a Replacement Candidate against the original brief. One Replacement applies per placement. The guarantee does not apply to a Fixed-Term Engagement, or where the departure results from the Client's breach of these Terms.
- 8.3 For the purposes of this clause, the date of termination is the date the Candidate ceases or would have ceased working, disregarding any garden leave or payment in lieu of notice.
- 9. SUITABILITY AND CLIENT RESPONSIBILITIES**
- 9.1 The Agency takes reasonable steps to confirm that a Candidate is suitable, willing to work in the role, and that both parties are aware of any legal or professional requirements, and to confirm the Candidate's identity, experience and qualifications relevant to the role.
- 9.2 The Client remains responsible for satisfying itself as to the Candidate's suitability, including taking up references, verifying the Candidate's right to work, arranging any medical or other checks, and confirming any qualifications or authorisations required for the role.
- 9.3 To enable the Agency to perform the Assignment, the Client will provide details of the role, including its nature, location, required experience and qualifications, any known health and safety risks, the intended start date, duration, remuneration and notice arrangements.



10. CONFIDENTIALITY AND DATA PROTECTION

All Candidate information is confidential and provided solely for the purpose of the Assignment. It must not be used for any other purpose or disclosed to any third party except as permitted under these Terms. Both parties will comply with the UK General Data Protection Regulation and the Data Protection Act 2018 in handling personal data. Information about the Agency's business that is confidential in nature must be kept confidential, except information already in the public domain.

11. LIABILITY

The Agency is not liable for any loss, damage, cost or expense (whether direct, indirect or consequential) arising from or connected with the search for, Introduction of, or Engagement of any Candidate, or from any failure to introduce a Candidate. Nothing in these Terms excludes liability for death or personal injury caused by the Agency's negligence, for fraud, or for any liability that cannot be excluded by law.

12. NOTICES

Notices must be in writing and may be delivered by hand, by first-class prepaid post to the registered office or other notified address, or by email. A notice is deemed served when delivered by hand, 48 hours after posting by first-class post, or when sent by email.

13. SEVERABILITY

If any provision of these Terms is found to be unenforceable, it is severed to that extent and the remaining provisions continue in full force.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.



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