

## 1.0 Definitions:

<b>“Client”</b>	Refers to the Client organisation that instructs or deals directly with the Company and in this context shall include any associated, holding or subsidiary individual, firm or corporation of the client as defined in The Companies Act 1985
<b>“Company”</b>	Means Aston Chambers, a division of Sienna Search Ltd.
<b>“Candidate”</b>	Means either any individual introduced by the Company to the Client for an engagement or any officer or employee of the Candidate where the Candidate is a limited company or other business.
<b>“Introduced” or “Introduction”</b>	Means the presentation of a Candidate to the Client either by any form of written introduction or in person, whether or not the Candidate is previously known to the Client and whether the introduction is direct to the Client or indirect to any associated, holding or subsidiary individual, firm or corporation of the Client.
<b>“Engage/d or Engagement”</b>	Means the commitment to enter into a legally binding contract either with a Candidate of the Company or with the Company itself for the provision of services (whether in employment or otherwise).
<b>“Retained Campaign”</b>	Means the Company has been contractually engaged by the Client to provide recruitment services to locate one or more Candidates to fulfil a particular role or roles
<b>“Total Annual Commencing Remuneration”</b>	Means and includes each and all of the components of package that apply in respect of the Engagement: <ul style="list-style-type: none"> <li>• Basic salary, guaranteed bonuses, guaranteed commissions or any other guaranteed payments including one-off joining payments;</li> <li>• Pension contributions;</li> <li>• Weighting allowances and other taxable emoluments;</li> <li>• The provision of a company car is valued at a notional amount of £5,000 unless otherwise specified and the notional value for private medical insurance is £1,000 unless otherwise specified;</li> <li>• The value of any stock options that can be exercised in the first 12-months and will be valued at the difference between the option price and the closing mid-market price on the day immediately preceding the day the Candidate commences employment.</li> </ul>
<b>“Contract Fee or Fee”</b>	Means the proportion of the "Total Annual Commencing Remuneration" (or the annual equivalent in the case of shorter term offers of employment), payable in accordance with the table set out in clause 3.2 below.
<b>“Start Date”</b>	The date when the Candidate begins employment or enters into an Engagement with the Client.
<b>General Clarification</b>	Unless the context requires otherwise, references to the singular include the plural.

These terms and any terms set out in a retainer proposal supersede any previous agreements between the parties and represent the entire contract for the engagement of Candidates introduced by the company to the client and any variation or addition to it shall be in writing and signed by both parties. In the event of any inconsistency or conflict, the terms of any retainer proposal shall take precedence over these terms.

## 2.0 Candidate Engagement

2.1 The Company will make reasonable endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Applicant's Identity, their experience and qualifications. However, The Company is not able to warrant the accuracy of the information or the validity of any advice given or opinion expressed on the basis of such information, and shall in no circumstances be liable for any loss of whatsoever nature suffered by the Client as a result of its use of or reliance upon any information AND MUST MAKE THEIR OWN ENQUIRIES TO VERIFY ALL SUCH INFORMATION.

### 2.2 THE INTRODUCTION OF A CANDIDATE BY THE COMPANY TO THE CLIENT CONSTITUTES ACCEPTANCE BY THE CLIENT OF THESE TERMS AND CONDITIONS.

2.3 All introductions last for a full twelve months. As such, the Contract Fee is payable if (a) a Candidate is engaged within this period by the Client whether or not the Company was the effective cause of the offer of employment, (b) the Candidate is engaged by another organisation to whom the Client referred the Candidate following the Introduction, or (c) a Candidate is introduced to the Client or its affiliates by another agency within the twelve month period of Company's introduction and is subsequently engaged by the Client. The Contract Fee is payable to the Company regardless of Client's agreement with the other agency.

2.3.a If the Client engages more than one Candidate, the Contract Fee shall be due to the Company for every Candidate engaged by the Client within twelve months following the Introduction, irrespective of whether such engagement is for a different position with the Client.

2.4 If the Total Annual Commencing Remuneration is lower than the previous known remuneration, then the fee is calculated as a proportion of the previous known remuneration in accordance with the table at clause 3.2.

2.5 The fee in respect of the introduction of Candidate appointed to a Non-Executive Directorship will be equivalent to the annual salary paid to the Candidate, subject to a minimum fee of £25,000. Such introductions will not have the benefit of the "replacement employee" facility outlined in clause 7.5

2.6 The fee in respect of the introduction of Candidates appointed to commission-only roles will be calculated based on previous known remuneration in accordance with the table set out in clause 3.2 below, subject to a minimum fee of £25,000.

2.7 If the contract period is for less than twelve months, the fee is calculated on the annual equivalent value of the total financial benefit to the Candidate under the contract. That benefit is for this purpose grossed up to provide a figure for the equivalent annual value. The fee is taken as a percentage of that annual equivalent value according to the table set out in clause 3.2

2.8 The Client will also be responsible for the payment of a Contract Fee under this Agreement in the event of the Candidate entering into an Engagement with the Client, or with third party, rather than direct with the Client, resulting from the Introduction. The fee will be calculated in accordance with the table at clause 3.2, subject to a minimum fee of £25,000.

## 3.0 Fees

3.1 The tables below explain how the Contract Fee will be calculated by reference to the Total Annual Commencing Remuneration (TACR) and the Payment Schedule that will apply in accordance with the campaign type.

3.1.a Fee percentage calculations are based on individual placement currency denomination.

### 3.2 Table of Calculation of Contract Fee

TACR	Percentage
£200,000 and above	35%
£50,000 to £199,999	30%
£0 to £49,999	25%

### 3.3 Payment Schedule for Retained Campaign and Database Search Fees

	Retainer Fee	Working Fee	Completion Fee
<b>Retained Campaign</b>	One-third invoiced on signed authority	One-third invoiced after 28 days	Balancing fee invoiced on written acceptance of offer
<b>Database Search</b>	Not Applicable	Not Applicable	100% of fee invoiced on written acceptance of offer

3.4 These scales and schedules of fees cannot be varied except with the express written agreement of the Company. The calculation may be subject to a minimum charge in cases coming within the terms of clauses 2.5, 2.6 and 2.8 above are subject to VAT where applicable. If any discount is agreed in writing, it shall be subject to payment of the discounted fee being paid within 14 days of the date of the Company's invoice; if not so paid then the discounted fee is deemed withdrawn and the full undiscounted fee as calculated under the standard terms set in these Terms and Conditions will be immediately due and payable. All invoices are converted to British pounds (GBP) at Virgin M exchange rate on the day of invoice.

3.5 Payment of the initial Retainer Fee is non-returnable and shall constitute acceptance by the Client of these Terms and Conditions.

3.6 When undertaking a Retained Campaign all out of pocket expenses necessarily incurred in performing the obligations of the Company under the agreement will be charged to and payable by the Client.

#### 4.0 Advertising Charges

- 4.1 The Client will be **charged separately for the direct costs of any advertising** ('Advertising Costs') that the Company arranges on behalf of the Client, as agreed (in detail or in principle) between the Client and the Company. All **Advertising Charges** (that is, the charge of the Company in respect of the cost of placing advertisement(s) in publication(s) on behalf of the Client) will be payable as agreed (in detail or in principle) between the Client and the Company
- 4.2 All Advertising Charges and Costs are payable within 14 days of the invoice date.
- 4.3 **Additional advertisement costs** incurred by the Company in connection with the production of advertisement material, such as set up costs, artwork etc., will be charged to the Client. Such charges will normally not exceed £750 without the prior authority of the Client.
- 4.4 **Invoices** will be raised to the Client upon receipt of written confirmation of the order of the Client for the advertisement or as soon as reasonably practicable thereafter.
- 4.5 All advertising fees, charges and related costs are **non-cancellable** unless agreed in writing by the Company.

#### 5.0 Schedule of Charges for SIENNA AI Products & Register Services

- 5.1 Additional SIENNA AI products and Register services are offered either separately or as an integral part of Campaigns, subject to clauses 3.2 and 6.0. Where the Client has requested any such services, the charge is not dependent on an offer being made to any Candidate for both **Pathway & Build and Identify & Assess products**. Payment is due within 14 days of the invoice date. Invoice will be raised upon Client accessing their unique individual project access code.

SIENNA AI Product & Register Services	Delivery Timescales	SIENNA AI Fee level (TACR rate)
Pathway & Build	5 working days	10% subject to a minimum fee of £5,000 per role
Identify & Assess	3 – 4 weeks	20% subject to a minimum fee of £10,000 per role
Interim & Consulting	4 – 6 weeks	Standard T&Cs as per clause 3.2
Search & Appoint	4 – 6 weeks	Standard T&Cs as per clause 3.2
Perfumer & Flavourist Register	3 – 4 weeks	25% subject to a minimum fee of £20,000 per hire
Friends of the Brand Service	3 – 4 weeks	25% subject to a minimum fee of £20,000 per hire

#### 6.0 Client Responsibilities

The Client agrees to and is responsible for:

- 6.1 Notifying the Company immediately of any offer of Engagement which it makes to a Candidate;
- 6.2 Notifying the Company immediately that its offer of Engagement to the Candidate has been accepted and to provide details of the agreed Total Annual Commencing Remuneration to the Company;
- 6.3 Notifying the Company within 7 days of a Candidate being introduced by another agency during Company's twelve month introduction period;
- 6.4 Paying the Company's fees and charges within 14 days of the date of invoice;
- 6.5 Providing full instruction covering the nature of the work to be done and nature of the contract, the actual or reasonably expected minimum remuneration, other contractual entitlements, pay intervals and annual leave, necessary skills and qualifications, expenses that will be payable to the candidate and length of notice;
- 6.6 Disclosing any information regarding matters of health and safety or law that will affect the Candidate should they be engaged;
- 6.7 Keeping information that is not in the public domain strictly confidential and not publishing or disclosing all or any part of the information to any of its officers or employees who do not have a direct need to be party to the information.

#### 7.0 General Provisions

- 7.1 All invoices are due for payment within 14 days of the invoice date. If invoices are not settled within 14 days (the due date), then without prejudice to its right to recover that payment from the Client, (a) the Company is under no obligation to provide the replacement facility referred to in clause 7.5, (b) and agreement by the Company to charge a discounted fee is deemed withdrawn and the full un-discounted fee as calculated under the standard terms set out above will be immediately due and payable.
- 7.2 The Company reserves the right at any time to withdraw any credit terms granted and charge interest on accounts which remain unpaid 14 days after the due date at the rate of 4% above the Bank of England minimum lending rate, and such accounts will be passed to a debt recovery agency, and all costs incurred will be recoverable from the Client together with charges under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.3 Consultancy/Temp to Perm appointments. The fee in respect to an initial candidate engagement of less than 12 months that subsequently results in a FTE role will be subject to a minimum fee of £25,000, with the client being liable to pay a further balance payment. The balance payment fee will be calculated in accordance with the table set out in clause 3.2.
- 7.4 Where the Client enters into a commercial relationship with an employee of the Company, by which the employee ceases to be an employee of the Company and then becomes an employee of the Client or carries out work as a self-employed private individual for the Client, the Client will be charged a fee for the Introduction. The fee will be calculated in accordance with the table at clause 3.2 as if the employee had been a Candidate Introduced to the Customer by the Company subject to minimum fee of £25,000.
- 7.5 If a Candidate leaves the Client's employment within the first 8 weeks from the Start Date then the Company will, subject to payment of the Company's invoices within the due dates (see clause 7.1) and to receiving notification by recorded delivery within 7 days of the Candidate's departure, use reasonable endeavours to provide a replacement Candidate for no additional fee.
- 7.6 If the Client withdraws the instruction to the Company to proceed with a search and selection assignment, materially alters its instructions submitted to the Company or is considered in the reasonable opinion to have cancelled or suspended the campaign accordingly the campaign project is not concluded, then a withdrawal/cancellation fee equivalent to 50% of the outstanding balance of the agreed assignment fee will be payable. Where no specific assignment fee has been agreed other than a proportion of the Total Annual Commencing Remuneration, then the withdrawal/cancellation fee shall be based upon what the Company shall reasonably estimate to be the total of the probable fees calculated in accordance with table at clause 3.2 based on the Total Annual Commencing Remuneration of each of the positions proposed to have been filled by the search.
- 7.7 Should a shortlist be accepted by a client but not fully interviewed by the client within 4 weeks from the date presented resulting in the loss of any of the shortlisted candidates due to extended client interview periods and the client subsequently requests more candidates, then it will be deemed that Sienna Search Ltd will have fulfilled their intended engagement instruction and the client is giving instruction to commence another search and an additional shortlist payment will become applicable.
- 7.8 If after 3 months of the shortlist being presented to and accepted by the Client, no offer has been made to any Candidate introduced by the Company, then it shall be deemed that the Client has suspended the campaign, in which case a cancellation fee, equivalent to the calculation set out in clauses 3.2 and 3.3 will be chargeable to the Client. If the campaign is subsequently resumed, then any cancellation fee paid will be deducted from the final balance payment.
- 7.9 The cancellation fee equivalent to 50% of the outstanding balance, as set out in clauses 7.6 and 7.7, reflects the losses incurred by the Company by allocating resources towards filling the vacancy, regardless of the number of introductions provided.
- 7.10 All sums referred to in these terms are subject to VAT where applicable.

#### 8.0 Law

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.