

## SPENCER OGDEN LIMITED- OIL & GAS -STANDARD TERMS AND CONDITIONS OF BUSINESS

### DEFINITIONS

**The Specialists:** Spencer Ogden Limited, 5th Floor, 33 Charlotte Street, London, W1T 1RR.

**Team/Division:** the team or division these terms are being agreed on behalf of within Spencer Ogden

**The Client:** The Company, Firm, Entity or Person requiring the introduction of full-time, part-time, contract or contingent workers from the Specialists.

**Engagement:** The engagement by the Client of the person, or limited company, introduced by the Specialists (Either a temporary or permanent position)

**Candidate:** Any third party introduced by the Specialists to the Client

**Introduced:** The provision by the Specialists to the Client of all or any details of a candidate, whether in oral or written form, for any potential engagement.

**Remuneration:** Includes, without limitation, all salary, payments and any other taxable emoluments payable to or receivable by the candidate for services provided to or on behalf of the Client, including but not limited to, the provision of a company motor car which is calculated at £4,850 salary equivalent, car allowance, subsidised accommodation, which is calculated at £2,000 salary equivalent, provided accommodation, calculated at £4,000 salary equivalent, relocation package subsidised mortgage which is calculated at £2,000 salary equivalent and guaranteed annual or periodic bonuses or commissions.

**Client Paid Advertising:** The Provision by the Specialists of an Executive Search service, including writing and creative services and the subsequent placing of an advertisement in a publication with the full agreement of the Client and at full cost re-charged to the Client.

### LAW

For the avoidance of doubt, English law shall apply to this agreement and any disputes arising from it are subject to the exclusive jurisdiction of the courts of England and Wales.

### THE CONTRACT

A1. These terms constitute the contract between the Specialist and the Client which are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of, an applicant or the passing of any information about the Candidate to any third party following an introduction.

These terms contain the entire agreement between the parties and, unless otherwise agreed in writing by a duly authorised officer of the Specialist, these Terms prevail over any other Terms or purchase conditions put forward by the Client.

No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Specialist and the Client and are set out in writing, with a copy given to the Client.

A2. The FEE payable by the Client to the Specialist for the introduction of a Candidate is calculated as presented in the Scale of Fees below, on the remuneration agreed between the Candidate and the Client. The Client will disclose to the Specialists full details of remuneration offered as soon as the engagement has been accepted.

### SCALE OF FEES AND PAYMENT

% of TOTAL REMUNERATION. VAT is always charged in addition.

**Payment terms - 14 days from candidate start date.**

These terms are applicable to the Spencer Ogden Oil and Gas Team

Failure to inform the Specialist of either a Temporary or Permanent placement whether the candidate was hired either directly, in directly or by a third party will result in a standard agreed placement fee of 40% of the anticipated base salary or £15,000 (whichever is greater)

A3. All Introductions are confidential and the communication of an Introduction to a different employer, which results in an engagement, will render the Client liable to that FEE calculated in Clause A2.

A4. An introduction fee is calculated in accordance with Clause A2. This will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Specialists, whether direct or indirect, within 12 months from the date of the Specialists introduction. This applies regardless of whether not the Client knew the candidate previously.

A5. The Specialist is entitled to charge interest on invoiced amounts unpaid after the due date at the rate of 4% per annum above the base interest rate of RBS from the due date until the date of payment.

A6. In the event that any employee of the Specialist with whom the Client has had personal dealings, accepts an Engagement with the Client within 3 months of leaving the Specialist's employment, the Client shall be liable to pay an introduction fee to the Specialist in accordance with Clause A2.

A7. Details regarding a Candidate will be deemed to have been passed on, and an introduction fee payable by the Client in consequence, if a Candidate is engaged by a person connected with the Client within twelve months of any information concerning that Candidate being supplied to the Client by the Specialist. The phrase 'connected with' has the meaning set out in regulation 3 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

A8. In the case of each Candidate there is a minimum fee of £5,000.

### SCALE OF REFUNDS

Occasionally, for whatever reason and because of the human element involved, engagements break down. The Specialists recognise this and have provided a scale of refunds which will compensate the Client over a period of twelve weeks in the event of such a situation.

- i. So long as the Specialists' Fees have been paid in full by the Client in accordance with Clauses A2 and A3; and
- ii. So long as the Client, within SEVEN DAYS of the termination of the engagement, provides details in writing to the Specialists the Client will be entitled to the following refunds:

Refunds relate to permanent engagements only and are only for clients who pay within the Client's payment terms (**14 days**)

Week 1 100%

Week 2 75%

Week 3 50%

Week 4 25%

A9. Should the Candidate's engagement be terminated within four weeks and subsequently reengaged on any basis whatsoever by the Client or by any subsidiary, associated or tied company within fifty two weeks of the termination of the engagement, a further FEE will be charged, calculated in accordance with Clause A2.

### LIABILITY

The Specialist shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Specialists searching for a candidate for the Client or the Introduction to the Client by the Specialists of any Candidate or the Engagement of any Candidate by the Client.

### RESPONSIBILITIES

The Specialists can be relied upon to do their professional, level best to ensure the suitability of every candidate in accordance with all relevant statutory obligations. It is incumbent upon the Client, however, to satisfy themselves as to the appropriateness and usability of a candidate. The Client is strongly urged to personally take up any references and testimonials provided by the Specialists and/ or the Candidate before an engagement. Furthermore, the Client shall always be responsible for obtaining work and other permits, for the arrangement of medical examinations and/ or medical history enquiries, where considered appropriate, and satisfy any other statutory or legal requirements pertaining to their specific engagement.

The Client authorises the Specialist to advertise the availability of the position which the Client engages the Specialists to seek to fill.