



## Terms of Business – Truffle Talent

### Definitions

“Candidate” means the person introduced by Truffle Talent to the client for an engagement including any members of Truffle Talent’s own staff.

“Client” means the person, firm or corporate body (together with any parent, subsidiary or associated company) to whom the candidate is introduced. The term “Client” will also include any third party to whom the client introduces the candidate.

“Truffle Talent” means Truffle Talent Ltd.

“Engagement” means the engagement, employment or use of the candidate by the client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement.

“Introduction” means the client’s interview of a candidate in person or by telephone, following the client’s instruction to Truffle Talent to search for a candidate; or the passing to the client of a curriculum vitae or other information which identifies the candidate and which leads to an engagement of that candidate by the client.

### File Search

Fee: the file search fee only becomes payable when a candidate Truffle Talent has introduced to the client (or a third party via the client) commences employment. The Truffle Talent fee depends on the starting salary as shown in the table and will be applied to the annual starting salary plus taxable benefits and guaranteed bonuses.

Salary	Fee
To £24,999	20%
£25,000-£69,999	25%
£70,000+	30%

### Advertised Assignment

Fee: the advertised assignment fee depends on the starting salary as shown in the table above and will be applied to the basic annual starting salary plus taxable benefits and guaranteed bonuses. In addition you will be charged the cost of advertising plus any artwork/production costs. The invoice is payable in three stages, based on the anticipated average earnings of the candidate. (Should the successful candidate be placed on a higher or lower salary than was originally agreed, the final invoice will be adjusted accordingly).

The fee is payable in three stages:

- a) Retainer (1/3 of fee): this is non-refundable.
- b) Shortlist (1/3 of fee): this stage becomes payable once Truffle Talent has provided at least two candidates who match the original agreed brief from the client. Dates for a suitable shortlist presentation time are agreed in advance and the shortlist will be prepared following Truffle Talent’s

advertising, interviewing and selection process. On agreement of the shortlist, the shortlist fee is non-refundable.

c) Placement (1/3 of fee): this final stage is only payable when one of Truffle Talent’s candidates commences employment with the client.

Advertising: having agreed upon the most effective publication in which to advertise the client’s vacancy, Truffle Talent will present the client with a media schedule and corresponding costs. On approval Truffle Talent will undertake to design and write the advertisement, as well as buy the media space. In some cases, due to Truffle Talent’s high volume advertising, Truffle Talent are in a position to purchase space at a reduced contractual fee and will pass that reduction on to the client.

### Executive Search

Fee: the search fee is 33% of the annual starting salary plus taxable benefits and guaranteed bonuses. The fee is payable in three stages, based on the anticipated salary of the candidate. (Should the successful candidate be placed on a higher or lower salary than was originally estimated, the final invoice will be adjusted accordingly). The fee is payable in three stages:

- a) Retainer (1/3 of fee): this is non-refundable.
- b) Shortlist (1/3 of fee): this stage becomes payable when at least one candidate attends a second interview with the client. This stage is non-refundable.
- c) Placement (1/3 of fee): this final stage is only payable when one of Truffle Talent’s candidates commences employment with the client.

### Fixed Term Engagements

Where Truffle Talent is asked to supply candidates for an engagement of less than one year the fee charged will be as follows:

- a) Less than 6 months – 50% of the permanent placement fee
- b) 6-12 months – the fee will be charged in proportion to the number of months of the engagement (eg- 8 month engagement will be charged at 8/12ths of the permanent fee.)

There is no guarantee period for fixed term engagements.

## General Information

Introductions - the information regarding candidates provided by Truffle Talent is given in good faith. It is the same as provided to Truffle Talent by the candidates in the form of curriculum vitae and at interview, and is confidential. Truffle Talent accept no responsibility for any inaccuracies. Truffle Talent endeavours to ensure the suitability of any candidate introduced to the client. Notwithstanding this the client shall satisfy itself as to the suitability of the candidate and shall take up any references provided by the candidate and/or Truffle Talent before engaging such candidate. The client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of the candidate. The Client must also inform Truffle Talent of the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law (of the country in which the Candidate is engaged to work), or by any professional body, for a Candidate to possess.

Notification – the client agrees to:

- a) Notify Truffle Talent immediately of any offer of an engagement which the client makes to the candidate
- b) To notify Truffle Talent immediately that its offer of an engagement to the candidate has been accepted and to provide details of the remuneration to Truffle Talent and
- c) To pay Truffle Talent's fee within 14 days of the date of the invoice.

Validity of introduction – candidate introductions to clients are valid for one year. In the event of the client employing a candidate within one year of Truffle Talent presenting their curriculum vitae to the client, a full placement fee will become payable.

Guarantee -

File Search: in the event of Truffle Talent's candidate leaving the client during the first 30 days of their employment (including weekends), Truffle Talent will refund 100% of the placement fee.

Advertised Assignment/Executive Search: in the event of Truffle Talent's candidate leaving the client during the first 30 days of their employment (including weekends), Truffle Talent will refund 100% of the placement fee (ie: the final stage only).

**This guarantee is only effective if Truffle Talent's fee has been paid within 14 days of the date of the invoice and Truffle Talent has been notified in writing of the termination of employment. The refund does not apply in the case of a person being made redundant or in the material physical or mental disability of the candidate.**

Overdue accounts – Truffle Talent reserves the right to charge interest at the rate of 2% per annum above the base

rate of the Bank of England from the due date to the date of payment.

Acceptance - the arrangement by Truffle Talent of an interview of a candidate introduced by Truffle Talent, or a request by the client to interview a candidate whose details have been communicated verbally or in writing to the client shall be deemed to imply unconditional acceptance of these terms and conditions.

VAT - where a taxable supply is made to the client for VAT purposes VAT will be chargeable at the appropriate rate for that supply.

Risk Assessment – the Client confirms that it has performed an appropriate risk assessment of its premises and there are no matters that need to be brought to the attention of Truffle Talent in relation to the introduction of candidates and their employment by the Client.

Variations - these terms cannot be varied save in writing by a director of Truffle Talent.

## Terms Of Payment

Payment is due within 14 days of the invoice date.

## Liability

Truffle Talent shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by you arising from or in any way connected with Truffle Talent seeking a candidate for you or from the introduction to or engagement of any candidate by you or from the failure of Truffle Talent to introduce any candidate. For the avoidance of doubt, Truffle Talent does not exclude liability for death or personal injury arising from its own negligence.

## Law

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

Company Name:

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Contact Name:

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Signature:

\_\_\_\_\_

Date

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