

## **PLUCOM TECHNOLOGY - ITRECRUIT STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **DEFINITIONS**

**The Specialists:** Plucom Technology (ITRecruit), Lagos Nigeria.

**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 (or any third party, as contemplated under Clause A3 or otherwise in these Terms) 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:** Means including 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: Introduced and Introduction shall be construed accordingly.

**Remuneration:** Means the aggregate of all monies agreed to be paid to the Candidate by the Client as remuneration for the first year of the Engagement. Including but without limitation to salary, bonus payments (guaranteed or variable), all taxable emoluments and other amounts e.g. travel allowance, relocation package, subsidised accommodation. Provision of company cars shall be regarded as Remuneration.

**Client Paid Advertising:** The provision by the Specialists of an executive search service, including writing and preparing advertisements 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, Nigeria law shall apply to this agreement and any disputes arising from it are subject to the exclusive jurisdiction of the courts of Nigeria.

### **THE CONTRACT**

A1. These Terms constitute the contract between the Specialists and the Client which are deemed to be accepted by the Client by virtue of an Introduction, or the Engagement of any Candidate, or the passing of any information about the Candidate by the Client 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 Specialists 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 Specialists 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 agreed as soon as the Engagement has been accepted.

#### **SCALE OF FEES AND PAYMENT**

**15% of TOTAL REMUNERATION (minimum fee in any event being NGN 50,000).**

**VAT is always charged in addition.**

**Payment terms – The Specialists will invoice the Client upon the Candidate’s start date. The Client will pay within 14 days of invoice.**

Failure to inform the Specialists of either a temporary or permanent placement whether the candidate was hired either directly, indirectly or by a third party will result in a standard agreed placement fee of 25% of the anticipated base salary or NGN 40,000 (whichever is greater).

A3. All Introductions are confidential between the Client and the Specialists. The communication by the Client of an Introduction to a third party, which results in an Engagement of a Candidate by any party, will also 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 and payable by the Client 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 Introduction. This applies regardless of whether or 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 Specialists with whom the Client has had dealings, accepts an Engagement with the Client within 12 months of leaving the Specialists’ employment, the Client shall be liable to pay an introduction fee to the Specialists in accordance with Clause A2.

A7. In addition to the above, 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 or entity connected with the Client within twelve months of any information concerning that Candidate being supplied to the Client by the Specialists. The phrase ‘connected with’ has the meaning set out in regulation of the Conduct of Employment Agencies and Employment Businesses Regulations.

#### **SCALE OF REFUNDS**

Occasionally, for whatever reason and because of the human element involved, engagements break down. The Specialists recognize 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 provided that;

i. The fees payable to the Specialists under these Terms have been paid in full by the Client in accordance with these Terms; and

ii. Within SEVEN DAYS of the termination of the engagement, provides details in writing to the Specialists as required by the Specialists then the Client will be entitled to the following refunds:

Refunds are available in the case of permanent engagements only and are only for clients who paid strictly in accordance with the Specialists’ payment terms **(14 days)**

#### **Amount Refundable**

0-4 weeks 100%

5-8 weeks 50%

9-12 weeks 25%

A8. 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 twelve months 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 Specialists make no warranty as to the suitability of any Candidate to a particular position. The Client shall be responsible (as it sees fit) to personally take up any references and testimonials provided by the Specialists and/or the Candidate before an Engagement. The Specialists shall not be responsible for reference checks. 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. The Client agrees that it will not directly contact any Candidate without the prior approval of the Specialists.



**THIS AGREEMENT is dated**

**BETWEEN:**

(1) Plucom Technology- ITRecruit (the SPECIALISTS); and

(2) The Company, Firm, Entity or Person requiring the introduction of full-time, part-time, contract or contingent workers from the Specialists (the CLIENT)

**I have read and accept these Terms.**

Signed for and on behalf of **Plucom Technology:**

Name

Title

Date

Signed for and on behalf of the **Client:**

Name

Title

Date