



Corporate Governance Shop



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Terms of Business of Corporate Governance Shop Limited [CGS]

Updated 1 January 2018

[See Glossary at end for definitions]

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1. The following clauses constitute the Terms of Business ("the Terms") between any of the trading entities of Corporate Governance Group, currently comprising Corporate Governance Group Limited, Corporate Governance Shop Limited, Corporate Governance Online Limited and The World Is Your Oyster Limited (TWIYO) (hereafter referred to as "the Consultancy") on the one hand and the Hirer or employer or Customer or Client ("the Customer") on the other hand. The Customer shall be deemed to have accepted the Terms when: a) the Terms are signed by a person purporting to be an authorised signatory of the Customer and then returned to the Consultancy; or b) they have stated or implied in messages via our website or other medium that they have viewed and accepted the Terms. If the Customer does not sign the Terms, or does not refer to them, the Customer shall nevertheless be deemed to have accepted the Terms at the time of the earliest of one of the following events namely (a) the receipt of a curriculum vitae/CV of a candidate by the Customer from the Consultancy; or (b) an interview of the candidate has been conducted by the Customer whether by telephone, fax, email, social media networking site, letter, website or face to face; or (c) the hiring of a candidate howsoever introduced by the Consultancy within a period of 12 months from the date of introduction by the Consultancy. The Customer agrees to notify the Consultancy immediately upon a candidate being offered a post and also to supply all letters of offer, contracts, correspondence and other relevant documents affecting the Consultancy's best interests including commission or other rewards that may be due to the Consultancy.
2. In the event that the Customer rejects a candidate introduced by the Consultancy or the same candidate rejects an offer of employment, and is subsequently employed by the Customer in any capacity whatsoever within a period of 12 months of the introduction by the Consultancy, the Customer shall pay the full Fee to the Consultancy at the prevailing rate mentioned in clause 5. See also Glossary.
3. In the event that a Customer introduces, intentionally or otherwise, a Candidate to a related or third party including any subsidiary, parent or associated company resulting in the employment of that candidate by that firm, corporation or other third party within 12 months of being introduced by the Consultancy to the Customer, the Customer shall pay the full Fee at the prevailing rate mentioned in clause 5.
4. Unless otherwise stated, the Fee payable to the Consultancy for a permanent placement or Long Contract Placement is calculated as a percentage of the first year's remuneration receivable by the Candidate (see Glossary). In the case of such placements if the commission percentage rate is unclear then the default commission rate shall be deemed to be 30% of total remuneration in the first year, subject to any special offer then currently in force. In the event that a fully expensed company vehicle is provided to the Candidate then a minimum sum of £5,500 will be added in respect of that benefit, and in the event that a contribution is made by the Candidate towards the fuel or other running costs of the company vehicle then a sum of £3,500 will be added in place of £5,500. These amounts are negotiable but in writing only, writing to include email provided emails are acknowledged and responded to and indicate agreement.
5. For all Contingency Recruitment Assignments the Consultancy will charge a Fee of 30% of the first year's gross remuneration. For all Retained Recruitment Assignments the Consultancy will charge a Fee of 30% of the first year's remuneration. The Fee for all Retained Recruitment Assignments is payable in three instalments: one third (non-refundable) of the total Fee upon acceptance of the Retained Recruitment Assignment, the second third upon presentation of a candidate short-list and the balance upon completion of the Retained Recruitment Assignment, completion being defined as the expiration of the Retained Recruitment Assignment contract period. In the event of a Customer supplying a specified name, that is requiring the Consultancy to approach a specific named individual, the Consultancy will charge a fee of 20% of the first year's remuneration. These amounts are negotiable but in writing only, writing to include email provided emails are acknowledged and responded to and indicate agreement.
6. In the case of a part-time post (that is one requiring the Candidate to work up to but not including four full days per week or up to and including 20 hours per week) becoming full time (that is four or more days per week or over 20 hours per week) within two years of the commencement of the part-time post, then a further Fee will be payable in accordance with clause 5.
7. In the case of contract/freelance assignments, that is, temporary assignments of unknown duration, the Customer agrees to verify, and once verified sign, the Contractor's timesheets each week ending at midnight on a Sunday during the duration of the assignment. Signing of the timesheet by the Customer or alternatively the waiving by the Customer of the need for a signature by the Customer each constitutes acceptance that the Contractor's services have been provided for the times indicated on the timesheet and also that such services have been satisfactory.
8. In contract/freelance assignments the term of Hire of the Contractor may be extended by mutual agreement between the Customer and the Consultancy.
9. The Customer undertakes to notify the Consultancy of the intention to Hire on a permanent basis a contract / freelance Contractor introduced by the Consultancy prior to doing so.
10. If during any contract/freelance assignment or within 12 months of the end of such an assignment or series of assignments the Customer Hires on a permanent basis a Contractor introduced by the Consultancy then the Customer will immediately be liable to pay an introduction Fee in accordance with these Terms including clause 5.
11. In the case of contract/freelance assignments, if within 12 months of the end of an assignment the Customer arranges further assignments for the Contractor then the Customer will be liable to pay a Fee in accordance with the above terms including clause 5.
12. In the event that the Consultancy accepts an Advertising and Selection Recruitment Assignment, the Customer shall be liable for the full costs of the production and publishing of relevant advertisements unless otherwise agreed. Cancellations by the Customer would only be accepted if sufficient time can be given by the Consultancy to the Consultancy's printing agents and the Consultancy's printing agents accept such cancellation.
13. The Customer is responsible for satisfying itself as to the suitability of any candidate prior to hiring the Candidate. The Customer shall be responsible for taking up references (including the confirmation of any academic or professional qualifications) and for arranging all medical examinations and investigations of the candidate and for obtaining any necessary work or other permits. The Customer is responsible for familiarising itself with all relevant legislation regarding the legal employment of candidates, as the Consultancy cannot accept responsibility for any loss or expense incurred due to any infringement of such legislation.



14. In the event of the permanent Hire of a Candidate terminating, or being terminated within a period of 10 weeks from the date of commencement of the Hire by lawful means, the Consultancy will rebate at the following rates: during 1st week of employment / Hire 100% refund, during 2nd week 90%, 3rd week 80%, 4th week 70%, 5th week 60%, 6th week 50%, 7th week 40%, 8th week 30%, 9th week 20%, 10th week 10%, 11th and subsequent weeks or use of illegal means nil.
15. In the event that the services of any contract / freelance Contractor prove to be unsatisfactory or otherwise fail to meet the stated requirements of the Customer, the Consultancy may at its own discretion reduce or cancel the Fee for some or all of the time worked by the Contractor provided notification is received in writing by the Consultancy by the end of the third day of the assignment. Failure to notify the Consultancy in this way will constitute acceptance of the Contractor's suitability.
16. No refund will be made in respect of a Hire unless: (a) the total introductory fee and other expenses were paid in accordance with clause 18 hereof (time to be of the essence) and (b) written notice is received by the Consultancy within 7 days of termination of the Candidate's Hire (howsoever arising).
17. The Consultancy reserves the right to refuse to make a refund where the Customer has engaged a Candidate introduced by the Consultancy with the prior or likely intention of dispensing with the Candidate's services of whatever nature or terminating the Hire either without proper cause or with a view to obtaining a refund unfairly.
18. Full payment of invoices is due within 30 days of the Consultancy' invoice date. Failure to settle accounts within 30 days will result in interest being charged at 1.0% per month or part thereof and the refund guarantee (see clause 14) will be forfeited.
19. All invoices are subject to Value Added Tax at the prevailing rate.
20. The Consultancy shall use all reasonable endeavours to ensure that Candidates are efficient, honest, and reliable but the Customer hereby acknowledges that no warranty can be given by the Consultancy in this regard and that it is the entire responsibility of the Customer to ensure that the Contractor is suitable for its requirements and the Customer further acknowledges that during the period of Hire the Contractor will be under the sole direction, supervision and control of the Customer.
21. Neither the Consultancy nor its staff, nor suppliers nor associates shall be liable for any loss or be liable for any damage caused to the Customer, its staff or property as the result of an introduction effected by the Consultancy, its staff, suppliers or associates.
22. Any variations to these Terms must be agreed and confirmed in writing by both parties; writing to include email provided emails are acknowledged and responded to and indicate agreement.
23. These Terms supersede all previous terms including those appearing in the Consultancy's advertisements and on the Consultancy's websites. In the event of conflict between these Terms and the Terms appearing elsewhere these Terms shall prevail.
24. The Terms shall be interpreted according to the laws of England and Wales and any litigation should occur in a Court in England and Wales.

GLOSSARY:

ADVERTISING AND SELECTION RECRUITMENT ASSIGNMENT: an assignment in which the Consultancy is engaged by the Customer for a Fee to advertise for, and perhaps interview, vet, assess and report on potential Candidates.

CANDIDATE: an individual job applicant or his/her limited company representing a job applicant who is introduced by the Consultancy to a Customer.

CGS: refers to any and all of the companies in the Group.

CONSULTANCY: Any of the trading names of Corporate Governance Group including Corporate Governance Group Limited, Corporate Governance Shop Limited, Corporate Governance Online Limited, The World Is Your Oyster Limited and any companies that may be acquired in the future by those companies.

CONTINGENCY RECRUITMENT ASSIGNMENT: any assignment that may result in the permanent Hire of a Candidate.

CONTRACT/FREELANCE ASSIGNMENT: any assignment that may result in the temporary Hire of a Candidate; colloquially known as a temporary assignment.

CONTRACTOR: a company/self employed person, available to be introduced to a Customer as a Candidate, who has been hired subsequently by the Customer through CGS.

FEE: all commission and other rewards that may be due to the Consultancy.

HIRE: The engagement of a Candidate by a Customer, including for an assignment, employment, deployment, and every other term that may be similarly construed.

LONG CONTRACT PLACEMENT: the Hire of the Consultant's Contractor for any period from 1 day to 364 days

REMUNERATION RECEIVABLE BY THE CANDIDATE: all salary, fees, income, profit, compensation, pension or health scheme membership, and other benefits paid in respect of office, service rendered or employment, including bonus, signing on fee, employer's pension contribution, company vehicle or vehicle allowance, calculated before any taxation or other deductions. It also includes a right to join a pension scheme after a reasonable qualifying period of up to 18 months.

RETAINED RECRUITMENT ASSIGNMENT: any assignment in which the Customer undertakes to pay a retainer to the Consultancy in respect of time and effort expended by the Consultancy.

<p>Date:</p> <p>Name:</p> <p>signed on behalf of:</p> <p>[The Customer]</p>	<p>Date:</p> <p style="text-align: center;"><i>Roger Clark</i></p> <p>Name: ROGER CLARK FCA ~ signed on behalf of</p> <p style="text-align: center;">CORPORATE GOVERNANCE SHOP LIMITED and other trading names of Corporate Governance Group Ltd</p> <p>[The Consultancy]</p>
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