

TERMS AND CONDITIONS FOR RECRUITMENT CONSULTANCY

These Terms and Conditions are between adi Consult GmbH hereinafter called the Consultant and the Client Employer, hereinafter called the Client.

1. The acceptance of our proposal, quotation or confirmation of costs, or otherwise an instruction given by the Client, represents acceptance of these Terms of Business.
2. No change can be made to these Terms without agreement of all parties. Any amendments will be confirmed by the Consultant, in writing.
3. The fee will be agreed between the Consultant and the Client. Where this is based on salary this will be based on basic commencing salary or an agreed benchmark salary, determined at the start of the assignment. Salary will include guaranteed bonus or other fluctuating payments. Fluctuating bonuses will be counted with 50% into our fees.
4. Once the Consultant is retained by the Client to source suitable applicants for a specific vacancy, any candidate details submitted directly to the Client for that vacancy, shall be forwarded to the Consultant for evaluation.
5. Should the Client terminate the assignment before completion, the parties will agree the amount of the fee payable, based on what is reasonable in the circumstances. In case of a retained mandate all eligible fees as per contract, being due at the date of termination will be invoiced or retained.
6. Any recruitment advertising costs will be invoiced to the Client on placement of the advertisement.
7. Where travel or other expenses are incurred in order to service an assignment such expenses will be agreed with the Client in advance.
8. The Client must not pass on information regarding any candidate to any person outside the Client company, without prior agreement of both the Consultant and the candidate. Where permission is granted and such an introduction results in the candidate joining another Company, the introduction fee is to be paid by the respective party.
9. Information relating to any unsuccessful candidates shall be returned to the Consultant on request.
10. The Client shall notify the Consultant within 5 working days when an offer of employment has been accepted by a candidate and will make available all relevant details of the terms of the offer in writing, including the letter of engagement. A copy of the contract is given to the consultant.

11. **Should a candidate be employed by the Client in any capacity, within twelve (12) months of an introduction being made, the Client will be accountable for payment of a fee to the Consultant, in accordance with our standard Terms of Business.**
12. **Every reasonable effort is made to ensure that a candidate is suitable for the particular vacancy. The candidate's details are obtained upon online registration and/or during interview. It is the Client's responsibility however to verify the candidate's details and obtain references after having received the permission from the consultant. The Consultant does not accept any liability for an inaccuracy or omission in the c.v. details or claims made by the candidate.**
13. **The Consultant shall not be responsible for any losses suffered by the Client as a result of the non suitability of the said candidate or arising in any respect from the contract of engagement with the candidate.**
14. **If within the first six months of employment, a candidate proves unsuitable for the position or leaves the Client's company for any reason other than health, or for reasons that are within the control or influence of the Client, the Consultant will credit 50% of the debited fee. On desire of the Client we will repeat the project at 50% of the originally agreed fees. These conditions are subject to the Client notifying the Consultant, in writing within seven days from date of termination.**
15. **The Consultant will continue to be accountable for the assignment until successful completion, unless there are contributory factors relating to the assignment which prevail against the Consultant and the likelihood of success.**
16. **Invoices of adi Consult in regard to executive Search are payable latest after 10 days of Invoice date.**
17. **Our Customers are required to follow the European Data Protection Law 95/46/EG from 1995.**

Our Standard fees are available through any office or consultant of adi Consult. If no individual agreement nor a master agreement has been signed, those fees are applicable!