

Taleant Recruitment – Terms and Conditions

These Terms and Conditions of Business are between Startup Spirit (the “Company”) and the person, partnership, Company or other organization who contacts the Company with the intention of employing, contracting or otherwise engaging an Applicant under the terms of this Agreement (the “Client”) and in respect of the provision of our Retained Recruitment, Contingency Recruitment and/or Temporary Recruitment services.

1. Definitions

“Applicant” means any person who has been introduced to the Client with a view to the Client engaging the Applicant.

“Contingency Recruitment” means where the Company is paid a success fee on finding and placing an Applicant in a vacancy with or for the Client.

“Engaged” means in any circumstances where an Applicant is employed, engaged as a worker, ‘taken on’, contracted or subcontracted with or to, or otherwise provides work or services to the Client, irrespective of whether and howsoever remunerated, and/or whether such services are provided directly or indirectly to the Client. “Engage” and “engagement” shall be construed accordingly under this definition.

“Introduced” means where the Company has, whether directly or indirectly provided information to the Client about the Applicant and which leads to any form of contact between an Applicant and the Client. An introduction shall take place irrespective of whether or not the Client previously knew, or knew of, the Applicant. “Introduction” shall be construed accordingly under this definition.

“Retained Recruitment” means where the Company is instructed to assist the Client in recruiting persons for one or more positions on a retained basis whereby the Client agrees to pay a monthly fee, as quoted by the Company from time to time and agreed with the Client in accordance with clauses 3, 4 and 5, and the Client works exclusively with the Company to fill any and all roles which it may have vacant.

“Temporary Recruitment” means where the Company sources an Applicant (including but not limited to any employee, worker, associate, contractor, or sub-contractor) who enters into an agreement to provide services for or to the Client for a fixed period of time.

“Taleant” is the name of the Startup Spirit recruitment services.

2. Acceptance

2.1 These terms are deemed to be accepted by the Client in full by virtue of any form of continued instruction to the Company or in any contact whatsoever (including but not limited to any interview and/or an offer of employment) between the Client and any Applicant.

3. The Client's Obligations

3.1 The Client shall:

- a) unless otherwise agreed in writing provide the Company with exclusive instruction to act in respect of finding suitable candidates for the recruitment of any position under these terms and conditions.
- b) inform the Company in writing of any engagement of an Applicant, including the terms of any engagement, immediately upon making any offer of engagement and at the latest by the first date upon which any Applicant carries out any work or otherwise provides services to the Client as part of that engagement.
- c) pay any fee to the Company in accordance with clause 5 hereto.
- d) pay any costs including any travel, interview and off site expenses due to Applicants directly to Applicants. Such costs will be agreed in advance between the Company and the Client.
- e) within no later than 7 days, provide to the Company such evidence as may be reasonably be requested to verify the remuneration payable to any Applicant under any engagement.

3.2 In order that the Company can conduct a full and professional search the Client agrees that any and all CV's, names and contact details received from other sources will be forwarded to the Company for inclusion in the search process. Engagement of an Applicant following an Introduction by the Company for a current or future opening supersedes any prior contact with or knowledge of that Applicant by the Client, and therefore the fees set out below shall remain payable.

3.3 Information on Applicants, including names and contact details, is provided by the Company on a strictly confidential basis and should not be disclosed to a third party without prior written agreement of the Company. In the event that the Client acts in breach of this clause, and the Applicant is subsequently engaged by a third party within 12 months of the said breach by the Client then the Client shall indemnify the Company as to its losses and shall pay to the Company a fee calculated in accordance with clause 5 below. In the event that the Client breaches this clause, it shall notify the Company in writing within 14 days of the date of the discovery of its breach.

3.4 The Client hereby undertakes that it shall not, save as provided for under this Agreement and for which a fee is payable to the Company, approach or engage any Applicant that is introduced to the Client by the Company within a period of 12 months beginning with the latter of either the introduction, or where any engagement takes place at the end of any period for which an Applicant is engaged with or by the Client.

4. The Company's Obligations

4.1 The Company shall seek to find and introduce Applicants to the Client to fill any role that the Client may instruct the Company to assist in the recruitment for.

4.2 The Company shall use reasonable endeavours to such enquiries as are reasonably practicable to ascertain the suitability of any Applicant introduced to the Client. However, the Company provides no warranty or guarantee as to the skills, qualifications, experience, integrity or right to work in the EU of any Applicant and the Client shall remain responsible for taking up references, obtaining work permits, and satisfying any medical or legal requirements and as to the suitability of an Applicant before offering to engage them.

4.3 Provided that the Client complies fully with its obligations hereunder, in respect of Contingency Recruitment, the Company shall provide a 'replace for free' service in the event that an Applicant leaves their employment of their own volition or are otherwise legitimately dismissed for non- performance within the first 3 months engagement of an Applicant and provided that there was sufficient work available for the Applicant to complete. In such circumstances the Company will introduce replacement Applicants on a 'like for like' basis and no additional fees will be charged for such introductions. This shall not apply in the event that the Client subsequently changes the specifications of the position which is to be recruited for, or in the event that the replacement Applicant leaves or is otherwise dismissed. No refunds or cash alternatives to this clause 4.3 shall be offered, and nothing in this clause shall release the Client from liability to pay the fee in respect of the original Applicant.

5. Fees

5.1 The Client agrees to pay the following fees upon engagement of any Applicant within the due date defined on the invoice of an introduction by the Company. Unless the Client and Startup Spirit have explicitly agreed otherwise in writing between the parties.

Type of Recruitment	Fee description	Fee
Contingency	All fees are expressed as a percentage of the first year's Total Remuneration Package (TRP) which includes all guarantees; cash payments, bonuses, and allowances or benefits with a stated cash-in lieu option, whether taxable or not. If a cash in-lieu or car allowance is paid for a car, we add this; otherwise a car is valued at an additional € 6,000 of remuneration.	20% of Gross TRP
Retainer	Fixed price per month or project for an agreed number of positions to be filled on either a Contingency and/ or Associate basis	Price on enquiry, and to be agreed in writing between the parties.
Temporary	Temporary workers shall be engaged by reference to a fixed rate per day that the Applicant works for the Client.	Price on enquiry, and to be agreed in writing between the parties.

5.2 In addition to the Fees, the Client shall also be liable to pay to the Company:

- a) Any disbursements incurred by the Company in accordance with the Client's instructions including but not limited to any sums paid to an Applicant in respect of expenses for attending any interview, any psychometric testing, DBS fee, etc.
- b) Any expenses, which shall if applicable be agreed in advance, including but not limited to travel and accommodation, incurred by the Company carrying out its obligations hereunder.

5.3 In the event that an Applicant is introduced on a temporary basis and subsequently goes on to be engaged or employed on a permanent basis or vice versa, the Company shall be deemed to have made a further instruction to the Client and therefore the Client shall be liable to pay to the Company a further fee in accordance with clause 5.1 above.

5.4 Fees and expenses shall be invoiced as follows.

Retainer fee: Payable on acceptance of terms of the search assignment by the Client

Shortlist fee: Payable on presentation of a suitable shortlist

Completion fee: Payable on start date of the Engagement, which incorporates the Total Fee, minus the Retainer or Shortlist fees if applicable, shall be due upon the signing of the employment contract (or of any other agreement covering collaboration between the Client and the Candidate) or on the date the Candidate enters the employment of the Client, whichever is earlier;

Retainer and shortlist fees are non-refundable.

5.5 All fees shall be payable 7 days from the date of the invoice.

5.6 Any fees shall be subject to Value Added Tax and any other applicable taxes which may be in force from time to time.

5.7 In the event of late payment of any invoice the Company shall:

a) charge interest, accruing on a daily basis, on all outstanding fees at a rate of 5% above base rate per annum.

b) make a collection charge of the greater of €50 or any other rate as from time to time allowed by statute in relation to the late payment of a commercial debt.

c) Be released from its obligation to provide a free replacement, as set out in clause 4 above.

d) Be entitled to withhold provision of any further services under any contract with the Client pending receipt of payment in full of those fees, together with any interest, charges any other sums which may be payable to the Company.

5.8 When an offer of employment has been made in writing by the Client and is subsequently withdrawn by the Client after a written acceptance by the Applicant and through no fault of the Applicant, the Client shall pay the full fee in accordance with clause 5 above.

6 Cancellation

Cancellation Fees

6.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of €2.500.

6.2 Where the Company has been retained, and the Client decides for any reason to cancel or postpone the vacancy, and if the Company by that time has already spent time in relation to the search, the Client shall pay the Company a cancellation fee of

€2.500 to compensate for the search work performed. This payment becomes immediately due upon cancellation of assignment.

7 Termination

7.1 Either party may terminate the agreement between the parties by providing to the other no less than 14 days' notice, provided at any time, in writing. However, in the event that the Client terminates any instructions or agreement governed by these terms and conditions, then any expenses or disbursements have been incurred by the Company, whether or not agreed in advance, then the Client agrees that it shall be liable to pay to the Company a sum equal to the reasonably incurred said expenses and disbursements only.

8 Liability

8.1 The Company shall not be liable under any circumstances for any loss, damage, expense, delay or loss of profit or liability suffered or incurred by the Client arising from or in any way connected to the Company seeking an Applicant for the Client, the introduction of any Applicant by the Company, the engagement of any Applicant, or by any reason arising out of the lack of skills, qualifications, experience, integrity or suitability of the Applicant, by reason of the selection of the Applicant by the Client, or otherwise by reason of any act, omission, delay, default whether wilful, reckless, negligent or otherwise on the part of any Applicant.

8.2 The Client shall ensure that any work carried out by any Applicant is duly covered under any insurance policies that it may have in place.

8.3 The Client shall indemnify the Company against any and all claims, demands, actions, proceedings, and liabilities of any third party against the Company which arise out of or in connection with or have been caused by either the failure or refusal by the Client to engage any Applicant, or otherwise by any act, omission, delay or otherwise caused by the Applicant whilst engaged by the Client.

8.4 Without prejudice to the generality of the preceding clauses in this clause 8, the Company expressly excludes any liability for any loss or damage arising outside of its control including arising out of any act of God, fire, act of Government or State, war, civil unrest, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, or labour disputes of whatever nature.

9 Agency Worker Regulations

9.1 The Parties agree that the Company is not providing services as an Employment Agency and therefore the employment laws do not apply to this Agreement. The Company will not employ, engage or otherwise contract with any Applicant and shall only introduce them to the Client, thereafter any contract shall be between the Applicant and the Client directly.

10 Rights of Third Parties

10.1 Only the Company and the Client may enforce the terms of this agreement. The Contracts (Rights of Third Parties) Act is therefore excluded.

11 Variation

11.1 The Terms of this Agreement may only be varied if they are agreed in writing by the Company and signed by the Managing Director of the Company.

12 Entire Agreement

12.1 These terms provide the entire agreement as between the parties and supercede and replace all previous negotiations. Accordingly neither party shall rely upon any prior representation, statement, or agreement when providing or accepting any instructions under these terms and conditions.

13 Law and Jurisdiction

13.1 These Terms and Conditions shall be governed and construed in accordance with Dutch Law, and the parties submit to the exclusive jurisdiction of the Dutch Court in Maastricht.