

Terms & Conditions

Talent Attraction, Coordination & Search

This document sets out the contractual terms and conditions between Redbox Talent Partners ("the Company") and the Client in relation to the appointment by the Client of the Company to carry out the recruitment services on its behalf.

Professional Fee

The Company's fee ("Assignment Fee") for each Assignment shall be as laid out in the engagement letter.

The fee is payable in three stages:

1. A retained fee will be invoiced when the Assignment is authorized.
2. A shortlist fee will be invoiced on presentation of a shortlist of candidates. For the avoidance of doubt, the Client's acceptance of the shortlist shall be acknowledged by the Client interviewing any two or more candidates.
3. An appointment fee being the balance of the Assignment Fee will be invoiced on the appointment by the Client of the candidate. For the purposes of this clause the appointment shall mean the engagement (agreement of terms or signing of a contract of employment) by the Client of the candidate to fill a permanent or part-time job or the engagement by a third party within 12 months of the Company introducing the candidate to the Client and where such engagement arises from an introduction by the Client to such third party. For the avoidance of doubt appointment by the Client shall also be deemed to mean engagement by the Client or third party of the candidate as an employee, consultant, agent or partner.

Fees are payable within 14 days from date of invoice. If fees are not paid within 14 days, The Company reserves the right to suspend the Assignment until payment is received.

Source of Candidates

It is integral to our service to consider candidates from as wide reaching area as possible accept from time to time there will be organisations or specific market places that you require us to avoid. We also recognise that you may wish to include in a search your own identified candidates, which we are happy to put alongside those identified by us and include in the search process to ensure you get the best possible candidate for the role, regardless of origination. Our fee arrangements are unaffected by the source of the candidate.

Additional Appointments

Any candidate introduced by the Company and engaged by the Client (or any of their Portfolio companies) within 12 months of the date of this letter into any role will result in an appointment fee as detailed in the engagement letter.

Rechargeable Expenses

In addition to the Assignment Fee the Client shall be responsible for all expenses incurred by consultants in connection with the Assignment. Exceptional expenses of over £500 will not be incurred without the Client's prior agreement.

Termination

In the event of a client terminating an Assignment or appointing an internal candidate, then the next stage fee will become due, together with any outstanding expenses, and is payable within seven days after such termination. The Client will make all reasonable efforts to allow the recruitment process to progress. If the Client is unable, for any reason, to continue with the recruitment process and either requests a postponement of the process or fails to proceed with the process for longer than 10 working days, the Company reserves the right to treat such events as a termination

Guarantee

In the event of a candidate resigning or being dismissed for any reason within a period of twelve months from the engagement by the client of the candidate, the Company will undertake to replace the candidate without charge (save as to reasonable expenses where applicable) to the Client.

Client Feedback Survey

Following the conclusion of the search we would like to request that you participate in a short survey, via telephone, that is conducted by an external consultant. Your feedback on your experience of using the firm is invaluable to us and will help us continue to develop and enhance our client experience. We anticipate the call will last no longer than 20 minutes - thank you in advance.

Confidentiality & GDPR

The parties acknowledge and agree that:

They shall constitute data controllers in common in respect of the personal data of candidates and prospects that may be exchanged between them.

Personal data may include contact details, CVs, references and other information provided directly by the data subject or otherwise collated about them for the purposes of assessing their suitability for a position.

- Each party shall be responsible for complying with all applicable data protection laws relevant to its own processing of the personal data concerned.
- Each party shall ensure that they take appropriate technical and organisational measures to safeguard the security of the personal data in its possession and control.
- Each Party will co-operate in relation to any exercise by a data subject of its rights in relation to the personal data that may be held by both and shall each ensure that its own processing activities are communicated to the relevant data subjects in accordance with applicable law.
- Neither party shall retain the personal data for longer than is necessary for its purpose (unless otherwise required or permitted by law).
- Each party agrees to comply with standard confidentiality rules and will not share information learnt with any third party except when they have agreement to do so to

Liability

The Company is obliged to rely on the good faith of candidates and cannot accept responsibility for any information or representation received from the candidate and passed on to the Client.

The Company does not give any representation or warranty as to the suitability of any candidate nor that a candidate is or will be available to commence employment with the Client. The Company shall not be liable to the Client for any indirect or consequential losses including loss of revenue, anticipated profit, cost and expenses incurred in sourcing an alternative candidate through third party agencies and claims by third parties that may arise from such appointment.

The Company will seek references on candidates where requested to do so by the Client but is obliged to rely on the good faith of referees. The Client shall be responsible for securing all necessary work permits or visas and to enquire into any qualifications, health concerns or any other requirements of the Candidate that the Client deems necessary.

Without prejudice to the above limitations, save in the case of death or personal injury caused by the Company's negligence or any fraudulent statement made by the Company (but not where such statement is that of the Candidate) the Company's maximum liability to the Client arising out of contract, tort (including negligence) or otherwise shall not exceed the Assignment Fee paid by the Client to the Company.

English Courts.

Fees

We only work on a fixed fee basis, so you are not negotiating with us at the same time as the candidate and we are not motivated to push the candidate salary to the maximum in order to secure a higher fee.

Standard Contingency	20%	Payable on agreed placement
C – Suite	£75,000	£25,000 Retained in advance £25,000 at Shortlist stage £25,000 on start date
Board Level	£50,000	£25,000 Retained in advance £25,000 on start date
Non-Exec / Interim	£25,000	£12,500 Retained in advance £12,500 on start date
Other	£25,000	£12,500 Retained in advance £12,500 on start date
Salaries over £500k	Additional £50,000 fee applies	£25,000 additional Retainer £25,000 on start date

If Redbox Talent Partners offers a candidate outside of a formal search, who is subsequently employed by you or one of your portfolio companies within 12 months of the initial introduction, then a fee of **£50,000 will apply (for a full-time Execs) or £20,000 (for a part-time or non-execs)** is due.

As per the table above, any placement with a salary in excess of £500k (including equity packages) will be subject to an additional fee of £50k.

When we work with any client, we are confident we will find the right candidate that satisfy your needs. However, we recognise that sometime things don't work out and if for any reason this happens within a 12-month period we will repeat the search Free of Charge.

Secondly, we believe you own the candidate list we have created as part of the retained search and any additional hires for the same role in another portfolio company or any candidate found as part of the search that is recruited by you for a different role within the business will not be subject to the retained fee element of our charges.

By signing and returning this engagement letter you agree to the commencement of this search, and we look forward to working with you on this exciting opportunity.

Signed on Behalf of Redbox

Signed in Behalf of [.....]