



## Terms & Conditions

The following details the standard terms and conditions of business that govern the relationship between AM International Search and the Client. These terms and conditions of business apply where AM operating as an employment agency introduces the Client to a Candidate for the Client to take on as a permanent placement.

### Definitions

"AM" means AM International Search, operating as an employment agency.

"the Client" means the person, firm or corporate body together with any subsidiary or associated company to which the Candidate is introduced.

"the Candidate" means the person introduced by AM to the Client for employment.

"Introduction" means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to AM to search for a Candidate; or the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to employment of that Candidate by the Client.

### General Terms

1. Interview or employment of any Candidate introduced shall be deemed an acceptance of these terms and conditions.
2. AM fees become due and payable by the Client immediately. Payment is split into three stages: the retainer fee is payable on acceptance of the assignment, the interim fee on presentation of shortlist or thirty days after acceptance of the assignment (whichever is sooner) and the completion fee is payable on successful completion of the assignment.
3. Where applicable VAT will be charged at the prevailing rate.
4. Advertising accounts are payable immediately and cancellations will be accepted only if given in time to claim a full refund from the press. All related artwork and production charges are payable by the Client.
5. AM shall endeavour to ensure the suitability of a Candidate and to maintain a high standard of service and integrity, but makes no warranty, express or implied as to such suitability. The Client shall immediately inform AM should there be any reason or circumstance under which it would be detrimental to the interests of AM, the Client or the Candidate for the Candidate to take up a position with the Client.
6. All introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by AM which results in employment with that third party within six months of the introduction renders the Client liable to payment of the full fee, with no entitlement to the guarantee as set out in clause 8.
7. Where a Candidate has been submitted to a Client and,
  - a. No initial employment results but the Candidate is subsequently employed by the Client up to twelve months after the initial introduction date, Or
  - b. An offer of employment has been made by a Client and is subsequently withdrawn by the Client after acceptance by the Candidate through no fault of the Candidate, Or
  - c. The Client introduces the Candidate to a third party resulting in employment of the Candidate.In all such cases the Client shall pay AM the normal recruitment fee resulting from such employment.
8. Whilst no rebate is given, should the employment of any Candidate terminate within the period of thirteen weeks (including period of notice) from the date of such employment, AM shall endeavour to seek a replacement at no extra cost to the Client provided that,
  - a. The dismissal is justified or the Candidate leaves of his/her own volition and not due to any redundancy measures,
  - b. The invoice has been settled within seven days of the Candidate commencing employment or twenty-one days of the invoice date whichever is the later.
9. Where an Assignment is accepted by both parties and the Client cancels the Assignment within eight weeks after acceptance date the interim fee and the completion fee together with any advertising and other agreed costs will become payable immediately. If within three months from cancellation, the Client request AM to commence the identical Assignment a credit will be allowed against the initial retainer fee.
10. When the Client hires an additional Candidate submitted within the shortlist on a retained Assignment, the full contingency fee at the appropriate rate is payable.
11. The Laws of the Netherlands shall govern any disputes over these terms and conditions. The parties submit to the exclusive jurisdiction of the Court of Amsterdam.