

**GSR2R LIMITED**

**TERMS AND CONDITIONS FOR PERMANENT PLACEMENTS**

**Note:-These conditions contain Exclusion Clauses**

**1. DEFINITIONS**

- 1.1 All references to "us", "we" or "ours" are references to GSR2R Limited and all references to "you" are to [ ].
- 1.2 All references to employer, employee, employment, remuneration and any other words or phrases which are applicable to the relationship of employer and employee shall be construed so as to include references to the relationship of client and self-employed consultant and any other relationship involving work on behalf of a Client (as hereinafter defined) in whatsoever capacity.

**2. REFERRAL**

- 2.1 You are encouraged to introduce candidates to us although, we reserve the right to decline such introductions at our discretion.

- 2.2 We shall pay you a fee in accordance with clause 2.3 if:

- 2.2.1 you refer a candidate to us (the "**Referral**"); and
- 2.2.2 we introduce the candidate to any party engaging us to carry out a recruitment assignment (the "**Client**") for the purpose of consideration for employment by the Client (the "**Introduction**"); and
- 2.2.3 the candidate at any time within 12 months of an Introduction commences employment with the Client (the "**Employer**"); and
- 2.2.4 the candidate completes a successful 3 month probation period with the Client, ("**Successful Referral**").

- 2.3 Each time you refer a candidate to us and this results in a successful placement, subject to clause 2.4, we shall pay you a fee of £150 gross in vouchers of your choice, upon the 5<sup>th</sup> candidate you refer to us being successfully placed within 12 months of the 1<sup>st</sup> referral successfully placed, we shall pay you Fee of £1,000 gross (instead of £150).

- 2.4 The Fees shall not be payable if:

- 2.4.1 we knew of the candidate prior to a referral being made by you;
- 2.4.2 the candidate resigns within 10 weeks of the date upon which the candidate commenced employment with the Client.
- 2.4.3 the Candidate is in breach of any contract as a result of accepting any employment with the Client and as an indirect or direct result of which we incur liability.

**2.5 CONFIDENTIALITY**

- 2.6 Introductions are strictly confidential and no personal information concerning Candidates will be passed on to you without the express written consent of the relevant candidate or Client (as relevant).

**3. GENERAL**

- 3.1 This agreement shall only be binding upon us to the extent that you and we have signed this document as provided below. We reserve the right not to enter into this agreement with you and no variation to this agreement shall be effective unless expressly agreed in writing by one of our directors.
- 3.2 These terms and conditions shall be construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 3.3 You shall not assign or transfer or purport to transfer any of your rights or obligations under this agreement without our prior written consent. Any or all of our rights and obligations under this agreement may be assigned by us.

Executed and delivered as a deed by  
**GSR2R Limited**  
acting by its:

a Director

Executed and delivered as a deed by (**Person referring Candidates**)  
[            ]

in the presence of :  
Witness Name:  
Address:

Occupation:  
FSI-2289095-1

22<sup>nd</sup> November 2012

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