

Terms & Conditions GameChangers Recruitment (USA & Caribbean)

Definitions

1.1. Unless the context requires otherwise, references to the singular include the plural.
In these Terms of Business, the following definitions apply:

“Applicant” – means the person introduced by GameChangers Recruitment Ltd to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of GameChangers Recruitment’s own staff;

“Client” – means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

“GameChangers Recruitment” – means GameChangers Recruitment 1401 21st ST STE 6283
Sacramento, CA 95811.

“Engagement” – means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee;

“Fee Structure” – means the structure for payment of GameChangers Recruitment’s fee;

“Introduction” – means (i) the Client’s interview of an Applicant in person, videocall or by telephone, following the Client’s instruction to GameChangers Recruitment to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

“Remuneration” – includes base salary or fees (and any increase thereof), guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of \$4,000 will be added to the salary in order to calculate GameChangers Recruitment’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

The contract

2.1. These Terms constitute the contract between GameChangers Recruitment and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of GameChangers Recruitment, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between GameChangers Recruitment and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

Notification and fees

3.1. The Client agrees:

- (a) To notify GameChangers Recruitment immediately of any offer of an Engagement which it makes to the Applicant;
- (b) To notify GameChangers Recruitment immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to GameChangers Recruitment; and
- (c) To pay the GameChangers Recruitment fee within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant signs the Client's Contract of Employment, when GameChangers Recruitment will render an invoice to the Client for its fees.

3.3. GameChangers Recruitment reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the base lending rate from time to time of the Bank of America from the due date until the date of payment.

3.4. The fee payable to GameChangers Recruitment by the Client for an Introduction resulting in an Engagement is calculated in accordance with the fee structure applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

3.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. The minimum duration for any fixed term Engagement will be 3 months. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay to GameChangers Recruitment a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.6. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 becomes payable.

3.7. There will be a minimum fee of \$4,000 for any permanent or interim placement.

3.8. For the avoidance of doubt, should the Client hire any Applicant directly for any position and without GameChangers knowledge following an "Introduction" by GameChangers Recruitment, an invoice will be issued immediately at 35% rates.

3.9. Retained search clauses.

3.9.1. GameChangers Recruitment will invoice the Client an agreed fee.

3.9.2. For any further appointments made by the Client through any retained search, a full fee + VAT will be liable for placement.

3.9.3. Any direct application or referral will be forwarded on by the Client to GameChangers Recruitment for screening. A full fee (as per 3.9.1) will be charged by GameChangers Recruitment for any placement made of such candidate.

3.9.4. A full fee (as per 3.9.1) will be charged by GameChangers Recruitment for any candidate identified by GameChangers Recruitment during the search and then subsequently hired by the Client at any point in the future.

3.9.5. Where a role is cancelled or put on hold and not communicated by Client within seven days, then a full fee (as per 3.9.1) will be charged by GameChangers Recruitment to the Client.

3.9.6. All expenses for travel, meetings and any other expenses incurred by GameChangers Recruitment, or its candidates will be paid on invoice by the Client.

3.9.7. Any additional costs for candidate assessment will be paid by the Client.

3.9.8. Any costs for advertising, TV, multi-media production or campaigns will be paid by the Client.

3.9.9. GameChangers Recruitment will charge a fee based on pre-arranged per cent of total (+VAT) compensation of the candidate's full total first year remuneration. This remuneration total to include salary, car allowance, territorial allowance, bonus, benefits, pension, first year long term incentives and any other quantifiable financial reward.

Refunds

4.1. In order to qualify for the following refund, the Client must pay GameChangers Recruitment's fee within 14 days of the date of invoice, must notify GameChangers Recruitment in writing of the termination of the Engagement within 7 days of its termination and the Engagement must be for a duration of 12 months or longer.

4.2. If the Engagement terminates before the expiry of 4 weeks from the commencement of the Engagement (except where the Applicant is made redundant or where the Applicant is no longer employed for reasons beyond GameChangers Recruitment's control such as restructuring, company closure, change of management or substantial change from the original job description) a refund of 25% will be allowed against GameChangers Recruitment's fee for each complete week of the initial 4 week period not worked by the Applicant.

4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

Cancellation fee

5.1. 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 GameChangers Recruitment minimum fee of 10% of the Remuneration where the annual Remuneration is \$40,000 or less and 15% of the Remuneration where the annual Remuneration is \$40,001 or more.

Introductions

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by GameChangers Recruitment which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of GameChangers Recruitment's fees as set out in clause 3.4 with no entitlement to any refund.

6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through GameChangers Recruitment, whether direct or indirect, within 6 months from the date of GameChangers Recruitment's Introduction.

6.3. Where the amount of the actual Remuneration is not known GameChangers Recruitment will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to GameChangers Recruitment by the Client and/or comparable positions in the market generally for such positions.

Suitability and references

7.1. GameChangers Recruitment endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

7.2. At the same time as proposing an Applicant to the Client GameChangers Recruitment shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.3. GameChangers Recruitment endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

7.4. GameChangers Recruitment endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or GameChangers Recruitment before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.6. To enable GameChangers Recruitment to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to GameChangers Recruitment details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

Special situations

8.1. Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, GameChangers Recruitment will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If GameChangers Recruitment is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

Liability

9.1. GameChangers Recruitment shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with GameChangers Recruitment seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of GameChangers Recruitment to introduce any Applicant and GameChangers Recruitment shall have no responsibility or liability vicariously or otherwise for the Applicant save that for the avoidance of doubt, GameChangers Recruitment does not exclude liability for death or personal injury arising from its own negligence.

General

10.1. GameChangers Recruitment is entitled to assign, charge or otherwise deal with the benefit and burden of these Terms on giving notice to the Client.

10.2. Whilst the parties consider these Terms to be reasonable in all the circumstances, it is agreed that if any one or more of the terms is considered to go beyond what is reasonable in all the circumstances to protect the legitimate interests of GameChangers Recruitment but would be adjudged reasonable if any particular term were deleted such wording may be deleted restricted or limited to give effect to the remainder of the Terms so that each clause may be considered separate and distinct.

10.3. During the period of any Engagement or for a period of 12 months from the date on which that Engagement ends, the Client shall not:

10.3.1. Employ any person who was employed by GameChangers Recruitment at any time during the relevant Engagement and with whom the Client had material dealings in relation to any matter concerning or related to the inception or performance of such agreement between the Client and GameChangers Recruitment as applied to the Engagement;

10.3.2. Interfere with, or endeavour to entice away any employee of GameChangers Recruitment from employment by or engagement with GameChangers Recruitment (or procure or assist in such interference or enticement).

10.4. In the event that the Client should breach the obligations to which it is subject pursuant to clause 10.3, it agrees to pay to GameChangers Recruitment, by way of agreed liquidated and ascertained damages the sum of \$50,000. The Client agrees that this is a genuine pre-estimation of GameChangers Recruitment's loss, given the expense it will incur in recruiting and training a replacement for any employee who leaves its employment and such loss as it will suffer as a consequence of the employee's services being acquired by the Client and no longer generating revenue for GameChangers Recruitment.

10.5. The agreement between the parties as to liquidated damages to be paid pursuant to 10.4 shall not restrain or in any way limit the right of GameChangers Recruitment to seek any other remedy to which it is entitled from the Client for breach of the obligations to which it is subject pursuant to 10.3.

Law

11.1. These Terms are governed by the law of The Netherlands and are subject to the exclusive jurisdiction of the Courts of The Netherlands.