

Terms and Conditions for which NSR Associates DMCC ("Company") agrees to provide services to your organisation ("Client")



1. The Terms

- a. These terms of business (**Terms**) authorise the Company to search, locate, identify and refer potential Candidates for employment with the Client.
- b. The Client is deemed to have accepted these Terms by signing this document, otherwise indicating their acceptance in writing or instructing the Company to provide recruitment services following receipt of these Terms.
- c. These Terms form the entire agreement between the Company and the Client for the provision of the recruitment services by the Company.
- d. Any variation to these Terms must be signed and stamped by an authorised signatory of the Company.

2. Definitions & Interpretation

- a. In these Terms, the following words have the following meanings:
Candidate means a person who is introduced to the Client by the Company with a view to such person being Engaged;
Client means the person, firm, organisation or company to whom services are provided by the Company, together with any holding company, subsidiary or associated company of the Client which may Engage the Candidate;
Company means NSR Associates DMCC of 206, HDS Tower, Cluster F, Jumeirah Lake Towers, PO Box 36605, Dubai;
Engagement means the employment, hire, engagement or use of a Candidate by the Client or any third party to whom the Candidate has been introduced by the Client, on any basis whatsoever, whether directly or indirectly, and Engage/Engages shall be interpreted accordingly;
Introduction has the meaning set out in clause 3(a) and Introduce/Introduces shall be interpreted accordingly;
Introduction Fee means the fee payable by the Client to the Company upon an Engagement;
Remuneration means the first year's annualised gross salary together with any car allowance, housing allowance, guarantee payments and cash allowances which form part of the Candidate's remuneration package.
- b. In these Terms, a reference to (i) the singular shall include the plural and (ii) the masculine shall include the feminine, and vice-versa.
- c. The headings in these Terms are included for convenience and do not affect the interpretation of any clause.

3. Introductions & Fees

- a. An Introduction shall take place when the Company (i) submits a CV or other information to the Client which expressly or impliedly identifies a Candidate (ii) arranges an interview or meeting between the Client and the Candidate, whether in person or by telephone, web-conference or any other means or (iii) engages in any discussions or negotiations with the Client in respect of the potential Engagement of a particular Candidate.
- b. The Company shall be deemed to be the sole and effective cause of the Engagement of a Candidate unless all three of the following conditions apply: (i) the Client notifies the Company within 2 business days of the Company first introducing the Candidate that the Client has already been in contact with the Candidate in respect of the same position within the previous 6 months (ii) the Client provides reasonable evidence of such prior contact and (iii) the Client has not arranged an interview of the Candidate through the Company.
- c. The Client must notify the Company without delay if an offer of Engagement is made to a Candidate. If such offer of Engagement is accepted by the Candidate, the Client must notify the Company of the Remuneration agreed with the Candidate.
- d. If the Remuneration is not known, if it is impracticable to calculate the Remuneration or the Client fails to provide details of the Remuneration to the Company, the Company may calculate the Introduction Fee using the Remuneration which, in the Company's reasonable opinion, is the market rate for such an Engagement.
- e. The Client will pay an Introduction Fee to the Company in respect of any Engagement which commences within 12 months of the Candidate's most recent Introduction, whether or not the Candidate is Engaged in the position for which the Candidate was originally Introduced.
- f. The Introduction Fee shall be a sum equivalent to 25% of the Remuneration payable to the Candidate unless otherwise agreed by an authorised representative of the Company and recorded in an amended and stamped copy of these Terms prior to the relevant Introduction taking place.
- g. Where the Remuneration is not paid in AED, the Company shall convert the Remuneration to AED using the exchange rate published by XE.COM on the date of the Company's invoice.
- h. The Company shall issue an invoice for the Introduction Fee on commencement of the Engagement or as soon as possible thereafter.
- i. The Client shall settle the Company's invoice within 15 days of the invoice date, without deduction or set off.
- j. Where prior to commencement of the Engagement the parties have agreed that the Candidate shall be Engaged on a fixed term basis (Fixed Term Contract), the Introduction Fee shall be charged on a pro-rata basis of 1/12 of the Introduction Fee for each full or partial month of the Fixed Term Contract,

subject to a minimum fee of one-quarter of the full Introduction Fee. If such Fixed Term Contract is extended, or if the Client otherwise Engages the Candidate within 6 months of the termination of a Fixed Term Contract, the Client shall pay (i) an additional fee in respect of the extension to the Fixed Term Contract or (ii) the balance of the full Introduction Fee as appropriate. For the avoidance of doubt, the aggregate fee payable by the Client in respect of a series of Fixed Term Contracts shall not exceed the Introduction Fee that the Client would have been liable to pay for an Engagement of 12 months or longer.

k. If the Client withdraws an accepted offer of Engagement because the Client no longer requires the Candidate, the Client will be liable to pay a Cancellation Fee equivalent to 25% of the Introduction Fee. Such Cancellation Fee shall be payable by the Client in accordance with clause 3(i).

4. Refund Guarantee

- a. Subject to clause 4(c) below, if the Engagement terminates within 12 weeks of its commencement, the Company shall give a refund (**Refund**) of the Introduction Fee or part thereof to the Client in accordance with the scale set out below:

Termination of Engagement Within	% Refund
Up to 4 weeks after commencement	100%
After 4 weeks, but not more than 8 weeks after commencement	50%
After 8 Weeks, but not more than 12 weeks after commencement.	25%

- b. For the purpose of calculating the Refund, the date of termination of the Engagement shall be the date on which the Candidate's employment ends, not the date on which notice of termination is given.
- c. The Client shall have no entitlement to a Refund if (i) the Client failed to comply with clause 3(c) (ii) the Client failed to pay the Company's invoice within 15 days (iii) the Candidate resigned due to the Client's breach of contract or unreasonable conduct (iv) the Client terminated the engagement for a reason unrelated to the Candidate's suitability for the role (v) the Candidate was Engaged by a third party rather than the Client or (vi) the Engagement was a Fixed Term Contract.
- d. If the Client receives a Refund and then Engages the Candidate again within 12 months of termination of the original Engagement, the Client shall be liable to pay a further Introduction Fee and there shall be no entitlement to a Refund should the Engagement then terminate.

5. Liability & Jurisdiction

- a. Whilst the Company will use reasonable endeavours to ensure that any Candidate Introduced to the Client meets the requirements specified by the Client, the Company gives no warranty, whether express or implied, as to the ability, character or integrity of a Candidate.
- b. The Client must carry out all necessary checks and enquiries to ensure the suitability of the Candidate for the relevant position and shall bear all costs, charges, fees and expenses relating to the Engagement of the Candidate including, without limitation, airline tickets, entry permits, visas, work permits, medical examinations and inoculations. The Company shall not be liable to repay such costs to the Client if the Candidate fails to commence the Engagement or if the Engagement terminates for any reason.
- c. Subject to clause 5(e), the aggregate liability of the Company to the Client in respect of any claim or series of claims arising out of or in connection with the performance or non-performance of these Terms and whether arising in contract, tort (including negligence) or otherwise, is limited to the Introduction Fee paid by the Client to the Company in respect of the relevant Engagement or, if such liability does not relate to a specific Engagement, the sum of AED 20,000.
- d. The Company shall not be liable to the Client for any indirect or consequential losses or claims for loss of profit, goodwill, reputation or anticipated saving howsoever arising.
- e. The Company does not limit or exclude its liability for death or personal injury arising from its negligence, for fraud or fraudulent misrepresentation or any other claim which may not be limited or excluded by law.
- f. The Client shall indemnify the Company for any losses, claims, damages or expenses suffered or incurred by the Company as a result of any breach of these Terms, negligence or other tortious act or breach of any statutory obligation by the Client.
- g. These Terms shall be interpreted in accordance with English law.
- h. The Courts of the Dubai International Financial Centre (including the Small Claims Tribunal) shall have exclusive jurisdiction to hear any dispute between the parties relating to the construction, interpretation or performance of these Terms.

Signed on behalf of NSR Associates DMCC

Name print.....

Designation.....

Signed on behalf of the Client

Company

Name print.....

Designation.....