



TERMS AND CONDITIONS

1. Definition of Terms

“Candidate” means the individual introduced to the client by Support by Chantal

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2018 to whom the Candidate is introduced.

“Engagement” means the engagement, employment or use of the Candidate by the Client, whether under contract of service or for services, partnership or otherwise.

“Fee” means the percentage of the remuneration relating to the services provided by Support by Chantal or any other fixed amount agreed by the parties in relation to an introduction.

“Introduction” means the Client’s interview of a candidate in person or by telephone following the Client’s instruction to Support By Chantal to fill a vacancy or the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to an Engagement of that Candidate and “Introduced” shall be construed accordingly.

“Remuneration” means the gross annual salary paid to the Candidate during the first year of the Engagement.

“Support by Chantal” means Support by Chantal, whose registered office is at Deezijstraat 3, 4311 BZ, Bruinisse, The Netherlands. Registered in The Netherlands No 71962972

Correspondence Address: Support by Chantal, Deezijstraat 3, 4311 BZ, Bruinisse (The Netherlands).

2. Commercial Terms

The commercial terms is a fee of the annual Remuneration. The Fee will be invoiced upon the start date of the Candidate's acceptance of the Clients offer of an Engagement. All amounts will be payable within 30 days of the date of the relevant invoice.

3. Delayed Offer of Engagement

The Client will be liable to pay the Fee according to the Commercial Terms in respect of any Candidate engaged by the Client as a consequence of or resulting from an Introduction by or through Support by Chantal whether direct or indirect, which occurs within 6 months of either the Introduction or the Candidate's final interview with the Client, whichever is later.

The client will approach selected candidates via Support by Chantal only after consultation with Support by Chantal. If, after an exploratory meeting with the client, a candidate is (better) suitable for another vacancy at the client's discretion, the client must consult with Support by Chantal about an additional fee before the client enters the position of the candidate.

All introductions are confidential. The passing of an Introduction by the Client to a third party which results in an Engagement of the Candidate by that third party within 6 months of the date of the introduction will result in a fee being due.

For the purpose of this clause , the fee will be the sum which would have been payable if the original Introduction had resulted in an Engagement through Support by Chantal.

Support by Chantal is bound by the guidelines and instructions provided by the client with regard to the handling of confidential information and other information, as well as opinions, conclusions and opinions that have come to the notice or have arisen during the execution of the assignment.

Unless the assignment is generally known, like on Social Media, Support by Chantal will only use the name of the client with his permission as reference.

4. Liability

Support by Chantal is not liable if the candidate does not appear to meet the requirements or expectations of the client after contracting.

Support by Chantal shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client as a result of the negligence, dishonesty or misconduct of the Candidate or arising from, or connected with, the Engagement of a Candidate or the failure to introduce a suitable candidate.

5. Variation of Terms

No variation or alteration of these terms shall be valid unless approved by an authorised representative of Support by Chantal in writing. The details of any variation to these terms shall be notified to the Client in writing by Support by Chantal as soon as reasonably practicable and such document shall confirm the date upon which the varied terms are to take effect.

6. VAT

All invoices are subject to Value Added Tax, where applicable.

7. Governing Law

These terms of business are governed by Dutch law and all disputes arising from these terms shall be subject to the exclusive jurisdiction of the Dutch Court.

Duly authorised for and on behalf of the client

Signature:

Name:

Company:

Position:

Date: