

TERMS OF BUSINESS

THE INTRODUCTION OF PERMANENT OR FIXED TERM CANDIDATES

SALTWATER agrees to provide and the Client agrees to engage the services of SALTWATER acting as an employment agency as defined by section 13(2) of the Employment Agencies Act 1973 (as amended), on the terms and conditions set out herein.

1. DEFINITIONS

1.1 In these Terms the following definitions apply:

- “Candidate”** means a person Introduced by SALTWATER to the Client for an Engagement. Where the person Introduced is a limited company, the term “Candidate” shall include any officer, employee or other representative of the Limited Company. For the avoidance of doubt, the term “Candidate” shall also include any employee of SALTWATER with whom the Client has dealt during the course of the provision of services by SALTWATER to the Client.
- “Client”** means the person, firm or corporate body (together with any subsidiary or associated company as defined by the applicable Companies Act legislation) to which a Candidate is Introduced or subsequently introduced.
- “Data Controller”** means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (ii) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
- “Data Protection Legislation”** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of

personal data and privacy resulting from the United Kingdom leaving the European Union.

- “Engagement”** means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or any third party on a permanent or fixed term basis, whether (i) under a contract of service or for services; (ii) under an agency, licence, franchise or partnership agreement; or (iii) any other engagement, directly or through a limited company of which the Candidate is an officer, employee or representative, and shall include any renewal or extension (whether on the same or different terms) which commences within 6 months of (i) the Termination Date or (ii) where there has been no Engagement the Introduction of a Candidate, and “Engages” or “Engaged” shall be construed accordingly.
- “Fee”** means SALTWATER’s fee for the provision of its services which is payable by the Client to SALTWATER and calculated as set out in the Schedule to these Terms (and references to these Terms shall include the Schedule).
- “Introduction”** means the passing to the Client by whatever means of a curriculum vitae or information which identifies a Candidate; and “Introduces” and
- “Introduced”** shall be construed accordingly.
- “Personal Data”** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
- “Personal Data Breach”** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Representative.
- “Remuneration”** means the gross taxable emoluments payable to or receivable by the Candidate as a result of the Engagement and includes base salary or fees, 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 Candidate as a result of an Engagement. Where a company car is provided, a notional amount of

£10,000 will be added to the salary in order to calculate SALTWATER's fee, unless stated otherwise.

- "SALTWATER"** means THE SALTWATER PROJECT LIMITED a company incorporated in England & Wales (registration number 10384345) of Three Queen Street, Mayfair, London W1J 5PA
- "Termination"** means the date on which a Candidate ceasing working or would have ceased working for the Client following an Engagement but for any period of garden leave or payment in lieu of notice, whichever date is the later.
- "Third Party"** means any person, firm or company who is not the Client and includes but is not limited to subsidiary and associated companies of

the Client (as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively).
- "Third Party Introduction"** means the passing to a Third Party by the Client (or by anyone acting at the Client's direction or by any employee, director or officer of the Client), by whatever means, of any information which has been supplied to the Client by SALTWATER and which identifies a Candidate.
- "Vacancy"** means a specific role/s, work or position that Client requests Employment Agency to submit person for consideration for such role/s work or position.

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.

1.4 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

2. THE CONTRACT

2.1 These Terms constitute the contract between SALTWATER and the Client and are accepted by the Client upon signature and return of the Terms by the Client to SALTWATER. In the event that Client fails to sign and return the Terms, these Terms

are deemed to be accepted by the Client upon the Client's continuing instructions (by whatever means) to SALTWATER following the Client's receipt of these Terms including but not limited to the earlier of (i) the Client's request that SALTWATER Introduces Candidates; (ii) the Introduction of a Candidate; (iii) the Client's interview of a Candidate (whether in person or by telephone or otherwise); the Client's continuing instructions (by whatever means) in relation to a Candidate; or (iv) any contact between the Client and a Candidate; or (v) the Engagement of a Candidate; or (vi) a Third Party Introduction. For the avoidance of doubt, these Terms apply whether or not the Candidate is engaged by the Client for the same type of work as that for which the Introduction was originally effected.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of SALTWATER, 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 agreed between SALTWATER and the Client.

3. OBLIGATIONS OF THE CLIENT

3.1 The Client agrees:

3.1.1 To notify SALTWATER within 2 days that SALTWATER has Introduced a Candidate which has already been introduced to the Client by another person, firm or company in relation to the same position and if no such notification is given by the Client and there is an Engagement, SALTWATER is entitled to charge the Client its Fee;

3.1.2 To notify SALTWATER immediately of any offer of an Engagement made to a Candidate;

3.1.3 To notify SALTWATER immediately if an offer of an Engagement made to a Candidate has been accepted and to provide full details of the Remuneration or such other documentation or information relating to the offer or the Engagement as SALTWATER shall request, to SALTWATER;

3.1.4 To notify SALTWATER immediately of any withdrawal of an offer of Engagement by the Client or withdrawal of acceptance by the Candidate; and

3.1.5 To pay SALTWATER's Fee and any pre-agreed expenses (without set-off or deduction) within 14 days of the date of SALTWATER's invoice.

4. INVOICING AND EXPENSES

4.1 The Fee is payable by the Client as set out in the Schedule and within 14 days of the date of SALTWATER's invoice.

4.2 SALTWATER will render an electronic invoice to the Client for the Fee and any pre-agreed expenses on acceptance of the Engagement or otherwise in accordance with clause 6.1 below or as set out in the Schedule. VAT at the prevailing rate and/or applicable taxes will be charged on the Fee.

4.3 The Client shall also be liable to pay agreed expenses of SALTWATER, for example venue hire costs. Such charges incurred by SALTWATER at the Client's request in respect of advertising or any other matters will be invoiced to the Client in addition to any Fee due and will be payable whether or not there is an Engagement.

4.4 Where the Client requires a Purchase Order to invoice the placement, retainer or staged Invoice, the Client will provide SALTWATER with the required Purchase Order within 7 days of acceptance of the Engagement or stage of invoicing. If the Purchase Order is not available within 7 days of acceptance of the Engagement or stage of invoicing, the Client agrees to pay the invoice without the Purchase Order number.

4.5 All invoices will be deemed to be accepted in full by the Client unless the Client notifies SALTWATER in writing within 5 days of the date of the invoice of the amount that the Client disputes and the reason the Client disputes that amount. In the event that the Client notifies SALTWATER that it wishes to dispute an entire or part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate in full with SALTWATER to resolve the dispute as quickly as possible.

4.6 SALTWATER reserves the right to charge interest on invoiced amounts unpaid for more than 14 days from the date of SALTWATER's invoice at a compound rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; in the alternative and in its absolute discretion, SALTWATER may instead seek payment of interest pursuant to the terms (then prevailing) of the Late Payment of Commercial Debts (Interest) Act 1998.

5. REPLACEMENT CANDIDATE AND REBATES

5.1 Should an Engagement terminate before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant or the Client has not paid SALTWATER's fee within 14 days of the date of invoice) SALTWATER will provide the Client with a free replacement against the original specification. In the event that the introduced candidates do not meet the Client's requirements, or that the vacancy is filled by other means, SALTWATER will provide a rebate to the Client as outlined under Scale of Refund.

Scale of Refund:

Should an Engagement terminate before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant or the Client has not paid SALTWATER's fee within 14 days of the date of invoice,) SALTWATER's fee will be refunded, subject to the provisions of clause 5.2 of the Terms of Business, in accordance with the scale set out below, within 30 days of notification of the termination of the Engagement:

Length of engagement (including notice period) Fee to be refunded

- Engagement terminating within the first 4 weeks after commencement 100% rebate of fee
- Engagement terminating from 5 weeks but before the end of 8 weeks after commencement 50% rebate of fee
- Engagement terminating from 9 weeks but before the end of 12 weeks after commencement 25% rebate of fee
- Engagement terminating from the start of week 13 No refund or credit

5.2 In order to qualify for the new replacement service and rebate, the Client must pay SALTWATER's fee within 14 days of the date of invoice and must notify SALTWATER in writing of the termination of the Engagement within 7 days of the Candidate's Termination Date.

5.3 No Fee shall be payable in respect of the Introduction of a replacement Candidate which results in an Engagement unless the replacement Candidate's Remuneration in the first year of the replacement Candidate's Engagement is not the same as the Remuneration on which the original Fee had be calculated, in which case SALTWATER may charge a further Fee, calculated in accordance with paragraph 1 of the Fee Schedule, less the Fee paid by the Client to SALTWATER for the original Candidate.

5.4 If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 12 calendar months from the date of termination then the refund shall be repaid to SALTWATER. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

6. CANCELLATION FEE

6.1 The Client may cancel an assignment at any time. If a retained assignment is cancelled during the first month, SALTWATER will charge 25% of the second instalment in addition to the first retainer. If a retained assignment is cancelled after 30 days, SALTWATER will charge 50% of the second instalment in addition to the retainers already due. If a selection assignment is cancelled after a shortlist has been presented, SALTWATER will charge 50% of the projected final fee. SALTWATER will be entitled to render its invoice for a cancellation fee at any time after the Client's notification of cancellation.

7. FRUSTRATION

7.1 The Company may treat an assignment as frustrated and at an end should the Client act in any way as to limit the Company's ability to complete the Assignment. In the event that an assignment becomes frustrated the Company will charge the Client 100% of the projected fee.

8. FEES: ENGAGEMENT OF SALTWATER STAFF

8.1 In the event that any employee of SALTWATER with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the employment of SALTWATER, the Client shall be liable to pay the Fee to SALTWATER, calculated in accordance with the Fee Schedule.

9. SUITABILITY AND REFERENCES

9.1 SALTWATER shall use reasonable endeavours to ensure the suitability of any Candidate introduced to the Client by taking all such steps as are reasonably practicable to:

9.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in;

9.1.2 ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in; and

9.1.3 confirm that the Candidate is willing to work in; the position, which the Client seeks to fill.

9.2 Notwithstanding clause 8.1 above the Client shall satisfy itself as to the suitability of the Candidate for the position it is seeking to fill. The Client is responsible for:

9.2.1 taking up any references provided by the Candidate to it or SALTWATER before the Engagement;

9.2.2 checking a Candidate's right to work and obtaining such other permission to work as may be required by the law of the country in which that Candidate is Engaged to work; and

9.2.3 arranging medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

9.3 To enable SALTWATER to comply with its obligations under clause 8.1 above the Client undertakes to provide to SALTWATER with details of the position which the Client seeks to fill, including the type of work that the Candidate 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 Candidate 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; the date the Client requires the Candidate to commence the Engagement, 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 Candidate would be entitled to give and receive to terminate the employment with the Client; or any other information required by law.

9.4 If SALTWATER received or obtains information within 3 months of the commencement of an Engagement, which indicates that a Candidate is or may be unsuitable for the position in which the Candidate has been engaged by the Client, it shall inform the Client of that information without delay.

10. LIABILITY

10.1 SALTWATER 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 SALTWATER seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of SALTWATER to introduce any Candidate. For the avoidance of doubt, SALTWATER does not exclude liability for death or personal injury arising from its own negligence.

10.2 For the avoidance of doubt, SALTWATER has no authority to enter into a contract with a Candidate on behalf of the Client, or with the Client on behalf of the Candidate.

11. CONFIDENTIALITY, PERSONAL INFORMATION AND DATA PROTECTION

11.1 For the purposes of this clause 11 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.

11.2 The parties hereto acknowledge that SALTWATER is a Data Controller in respect of the Personal Data of the Candidate and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

11.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

11.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, SALTWATER or by the Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

11.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

11.6 The Client will –

- a. comply with the instruction of SALTWATER as regards the transfer/sharing of data between the parties here- to. If the Client requires Personal Data not already in its control to be provided by SALTWATER, Client will set out their

legal basis for the request of such data and accept that SALTWATER may refuse to share/transfer such Personal Data where, in the reasonable opinion of SALTWATER, it does not comply with its obligations in accordance with Data Protection Legislation;

- b. not cause SALTWATER to breach any of their obligations under the Data Protection Legislation.

11.7 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify SALTWATER and will provide SALTWATER with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information SALTWATER reasonably requests relating to the Personal Data Breach.

11.8 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as SALTWATER may request to -

- a. investigate and defend any claim or regulatory investigation;
- b. mitigate, remedy and/or rectify such breach; and
- c. prevent future breaches and will provide SALTWATER with details in writing of all such steps taken.

11.9 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of SALTWATER.

11.10 The Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.

11.11 The Client will provide evidence of compliance with clause 11 upon request from SALTWATER.

11.12 The Client will indemnify and keep indemnified SALTWATER against any costs, claims or liabilities incurred directly or indirectly by SALTWATER arising out of or in connection with any failure to comply with clause 11. The Client and SALTWATER undertake to each other that they shall not at any time during this contract, and for a period of three years after termination of this contract disclose to any person any confidential information concerning the business, affairs, customers, clients, employees or suppliers of the other, except as they are legally required to do so or where such information is already in the public domain or where necessary to their employees, officers, representatives and advisors for the purposes of carrying out their obligations under these Terms. The Client hereby indemnifies SALTWATER in respect of damages, costs or any other liabilities in the event of breach by the Client of any obligations of confidentiality and this clause.

12. EQUAL OPPORTUNITIES

12.1 SALTWATER does not discriminate on any grounds, whether race, sex, sexual orientation, gender reassignment, disability, age, religion, philosophical belief or other characteristics protected by the Equality Act 2010. To that end, the Client also warrants that it complies with its obligations under the Equality Act 2010, including, but not limited to in the advertising of jobs; its candidate specifications; in its assessment of any Candidate; or in the application of its recruitment and selection processes; and will not instruct SALTWATER to discriminate on its behalf unlawfully. The Client shall disclose any and all information requested by SALTWATER in the event that a Candidate makes a complaint to SALTWATER about the Client. The Client indemnifies SALTWATER in respect of damages, costs or any other liabilities in the event of breach by the Client of the provisions of the Equality Act 2010 and this clause.

13. BRIBERY ACT 2010

13.1 The Client and SALTWATER warrant to the other that they do not know or suspect of any grounds for believing that it engages in any activities prohibited by the Bribery Act 2010 and indemnifies the other in respect of damages, costs or any other liabilities caused by any breach by it of any relevant provisions under the Bribery Act 2010. For the avoidance of doubt, neither party will offer and neither party will accept, any bribe, unorthodox or unauthorised payment or inducement of any kind. SALTWATER will report any such offers made to it to the relevant authority.

14. GENERAL

14.1 Any failure by SALTWATER to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.



15. SEVERABILITY

15.1 Whilst the parties consider the provisions herein to be reasonable in all circumstances it is agreed and declared 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 SALTWATER but would be adjusted reasonable if any particular term were deleted such wording may be deleted, restricted or limited by SALTWATER to give effect to the remainder of these terms so that each clause may be considered separate and distinct.

16. LAW

16.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Accepted on behalf of the Client:

Name: (authorised signatory)

Signature:

Title:

Full Company Name:

Date:

FEE SCHEDULE

1. THE FEE

1.1 The Fee is payable by the Client to SALTWATER in the following circumstances:

1.1.1 If a Candidate commences an Engagement within 12 months of whichever is the later of (a) an Introduction; (b) the Client's first interview with the Candidate; (c) the Client's withdrawal of an offer of Engagement; and (d) the Candidate's earlier rejection of an offer of an Engagement; and whether any such offer is conditional or not; or

1.1.2 If a Candidate commences an Engagement with a Third Party pursuant to a Third Party Introduction within 12 months of an Introduction by SALTWATER to the Client.

1.1.3 If a Candidate commences work with the Client, whether in the appointment for which the candidate was supplied, or any other capacity.

1.1.4 If a Candidate that was introduced to the Client introduces other potential employees to the Client who are subsequently engaged by the Client.

1.2 The Fee is payable whether or not the Client notifies SALTWATER in accordance with paragraph 1.1, whether or not another person or organisation purported or purports to introduce the Candidate to the Client, whether or not the Candidate actually commences the Engagement and whether or not the Introduction is the effective cause or an effective cause or no effective cause of the Engagement or of the offer of Engagement.

1.3 Unless otherwise agreed by SALTWATER and the Client in writing, where the Engagement is for an indefinite term or for a fixed term of 12 months or more, the Fee payable to SALTWATER by the Client for an Introduction resulting in an Engagement pursuant to paragraph 1.1 of this Fee Schedule and clause 7 of the Terms shall be a percentage of the Remuneration in the first year of the Engagement according to the following scale:

For standard Permanent Recruitment Assignments:

Scale of First Year's Remuneration % Fee

£40,000 - £80,000	20%
£80,001 - £120,000	25%
£120,001 plus	30%

For Executive Search Assignments:

SALTWATER shall apply a fee of 30% of the Gross Annual Remuneration in the first year of the Engagement for each employee supplied. For global Search assignments or for Search assignments, which require more detailed research and methodology, SALTWATER will provide a separate fixed fee in respect of this work.

1.4 In the event that the Engagement is for a fixed term of less than 12 months, the Fee payable shall be calculated on a pro-rata basis according to the length of the Engagement. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 12 calendar months from the date of termination of the first Engagement or any subsequent Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable during the second or any subsequent Engagement period. The total fee charged by SALTWATER shall not exceed a sum equal to the percentage of Remuneration for a total Engagement period of 12 months as set out in 1.13 of this Schedule.

1.5 Where the value of the Remuneration for an Engagement is not known by SALTWATER, the Fee will be calculated based on SALTWATER's determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which that Candidate (or SALTWATER staff pursuant to clause 7 of the Terms) has been Engaged and having regard to any information supplied to SALTWATER by the Client and/or comparable positions within the market generally.

1.6 In the event that the actual Remuneration in the first year of the Engagement is a higher amount than that on which the Fee for the Engagement had been calculated and paid by the Client, the Client shall be liable to pay a further Fee to SALTWATER in respect of the Engagement, calculated in accordance with paragraph 1.3 above, less the Fee already paid by the Client to SALTWATER in respect of the Engagement. SALTWATER shall be entitled to raise an invoice in respect of the further Fee at any time.

1.7 VAT at the prevailing rate, Withholding tax and all applicable taxes will be charged on all fees.

2. THE FEE: RETAINED WORK

2.1 SALTWATER shall apply a fee of 30% of the Gross Annual Remuneration in the first year of the Engagement for each employee supplied. In the event that the Client and SALTWATER agree in writing that SALTWATER will provide its services on a retained basis (the "Retained Work"), the Fee shall be payable in the following instalments and subject to the following terms:

2.1.1 First payment: One third of the Fee upon SALTWATER's acceptance of the Client's instructions; and

2.1.2 Second payment: Two thirds of the Fee upon the Candidate's acceptance of the Client's offer of an Engagement to the Candidate. For the avoidance of doubt each instalment will be invoiced for, and must be paid in accordance with the provisions of Clause 4.

2.2 Where the value of Remuneration for the first year of the Engagement is not known at the time of the instalment payments at paragraphs 2.1.1, the proportion of the Fee for those instalment payments shall be calculated based on SALTWATER's determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which a Candidate is to be Engaged and having regard to any information supplied to SALTWATER by the Client and/or comparable positions within the market generally. The second and final instalment of the Fee payable pursuant to 2.1.2 shall be calculated on the actual Remuneration in the first year of the Engagement. In the event that the actual Remuneration in the first year of the Engagement is a higher amount than that on

which the Fee had been calculated for the payments in 2.1, the Client shall pay a further Fee calculated in accordance with 2.1, less the Fee already paid by the Client to SALTWATER in respect of the Retained Work at paragraph 2.1. SALTWATER shall be entitled to raise an invoice in respect of the further fee at any time.

2.3 The fee contained within 2.1.1 for Retained work will not be refundable in any circumstances. The provisions of clause 6 shall apply in respect of the fee contained within 2.1.2 for Retained work.

2.4 In order to cover the main incidental and operating expenses SALTWATER will charge a fixed expenses fee of 10% of the assignment value, which is added to each fee invoice. This covers all expense items with the exception of international travel and hotel accommodation. Such expenses are charged in addition, but always pre-agreed with the Client. Candidate expenses are separately

2.5 SALTWATER will be entitled to charge a full cancellation fee for Retained Work projects, where the role/s have been filled by other means. The provisions of clause 6 shall apply in respect of the fee contained within 2.1.2 for Retained Work.