

1. Interpretation

1.1 These Business Terms are between LATAM Management Recruitment hereinafter called consultant and the client. The client means the person or company who accepts a quotation of the consultant for the supply of services, or whose request for the consultant to supply such services to the client is accepted by the consultant. Services means the introduction by the consultant of an applicant to the client as specified in accordance with these conditions. The applicant or the candidate is the person introduced by the consultant to the client as the job applicant.

1.2 Any written or verbal quotation of the consultant which is accepted by the client or any written or verbal request of the client for services which is accepted by the consultant will be subject to these Business Terms and will form the basis of the contract between the client and the consultant. This contract will be to the exclusion of any purported contract either written or verbal made by the client.

1.3 These Business Terms and the contracts formed herein are final and can only be altered with written consent from the recruitment consultant.

2. Introduction and Appointment

2.1 Introduction of applicants is confidential. The disclosure by the client to a third party of any details regarding an applicant introduced by the consultant which results in an engagement with that third party within 12 months of the introduction renders the client liable to payment of the consultant's fee as set out under the section Fees Payable with no entitlement to any refund.

2.2 Should a candidate, initially introduced by the consultant to the client, be appointed and employed in a post other than the job title in the original assignment, the consultancy fee will be payable in full.

2.3 An introduction shall be deemed to have occurred when any employee or representative of the client requests contact with a candidate either in writing or orally.

2.4 An appointment occurs immediately after the client offers employment to the candidate and those candidates accept such employment. The client agrees to notify the consultant verbally, on the same working day as the appointment of an applicant is accepted by the client. The client agrees to notify the consultant in writing of the terms of the applicant's employment including the letter of engagement.

2.5 Within the 12 months following the initial introduction or any subsequent re-introduction then if an employment of a candidate occurs, the client will remain liable for the employment fee.

3. Payment Terms

3.1 The fee payable to the consultant will be based upon the fee listed herein and will be payable within thirty (30) days from the company's invoice date. Payment terms are strictly 30 days, after which interest will be charged at prime plus 3%. If the consultant incurs any legal costs as a result of non- or late invoice payment, the client will become liable for such costs. If payments are made within 30 days, the client is entitled to a warranty.

3.2 If the client does not pay fees within the thirty day period as agreed by acceptance of these Business Terms the consultant will not be bound to offer any rebate or re-run of services as laid out in this document.

3.3 VAT will be additionally charged at the standard rate of Mexican Value Added Tax at the time of employment of the applicant.

4. Fees Payable

4.1 The fee payable to the consultant by the client for an introduction resulting in an engagement is calculated individually for each vacancy and based on the applicant's annual salary after taxes (12.5 months of engagement/performance). Salary includes all guaranteed income and bonuses. In case the client employs the candidate for less than one year only, the calculation of the fee payable considers the shorter period of employment, but the minimum fee payable is at least 15,000 MXN.

4.2 Where a candidate is employed on a commission only basis, the fee will be calculated as a percentage of the candidate's total earnings in the year prior to the offer of employment or their last base salary, whichever is larger, unless an alternative calculation is agreed in advance with the client.

4.3 The above fees shall include all normal advertising costs. However, should any specialist or display advertising be commissioned this shall be for the client's account subject to the condition that such expenditure is authorized by the client.

4.4 Where travel or other expenses are incurred in order to service an assignment such expenses will be agreed with the client in advance.

4.5 On offer of employment by the client to the candidate, the client has an obligation to inform the consultant of the total remuneration offered.

4.6 Should an assignment be withdrawn prior to, or after completion of the assignment, the consultant will be entitled to a minimum fee of MXN 5,000 to cover recruitment and advertising costs, except if another Recruitment Consultancy should fill the position or should the position be filled as a direct appointment by the client company.

5. Guarantee Period and Rebate

5.1 If the payment has been made within 30 days and the working contract is cancelled for any reason during the trial period (probation period), the consultant guarantees to continue the search for a suitable replacement candidate at no further cost. Insofar there is a written notice from the client within 5 working days. This warranty does not cover cancellation of the employment contract as a result of the economic situation, but it serves to give the client the opportunity to convince himself of the suitable qualifications and experience of the employee.

5.2 If the candidate's employment is terminated within the trial period of such employment and the consultant does not come up with a suitable substitute within the 90 day period, the client has the right that the consultant will reimburse the client with the full rate of the payment made by the client.

5.3 If the customer wants to perform the search for a suitable replacement by themselves or transfers the contract to another recruiter, then only 50% of the payment received will be remunerated or if the invoice was not yet paid 50 % of the commission plus VAT still have to be paid by the client.

5.4 No rebate will be payable to the client if: 1) the candidate is made redundant 2) if the cause of termination has no bearing on the candidate's ability, integrity or character 3) if the client fails to pay the invoice within 30 days from the invoice date 4) if the client fails to notify the consultant in writing within 5 working days from the employment termination 5) or if the client withdraws an offer after the candidate has accepted the offer unless such withdrawal relates to a written condition of offer.

6. Final Selection

The consultant will assess candidates against client requirements. However, although the consultant, to the best of their knowledge and experience, assesses the candidate, the final selection responsibility remains with the client and the consultant indemnifies itself against any actions or behavior of said candidate.

7. Working Terms and Conditions

7.1 The client has the liability for ensuring the appropriateness and capability of a candidate for employment. The client is also responsible for taking references to substantiate skills, qualifications and integrity.

7.2 Every reasonable effort is made to ensure that a candidate is suitable for the particular vacancy. The candidate's details are obtained upon online application and/or during the interview. It is the client's responsibility however to verify the candidate's details and to obtain references after having received the permission from the consultant. The consultant does not accept any liability for an inaccuracy or omission in the c.v. details or claims made by the candidate.

7.3 The client is responsible for ensuring that the candidate is legally permitted to work in the country in which the Applicant is to be employed.

7.4 The client is responsible for ensuring that the applicant satisfies the medical requirements for the role to which they are employed.

7.5 The consultant will continue to be accountable for the assignment until successful completion, unless there are contributory factors relating to the assignment which prevail against the consultant and the likelihood of success.

8. Acceptance

8.1 The client is deemed to have accepted these Business Terms having agreed to interview or employ the applicant. The client is bound to these conditions if a subsidiary, franchise, agency, license or partner of the client interviews or employs the applicant. If the applicant is employed by any other company through an introduction of the applicant by the client, the client will be liable for the full fee as laid out in these Business Terms.

8.2 The acceptance of our proposal, quotation or confirmation of costs, or otherwise an instruction given by the client, represents acceptance of these Business Terms.

9. No Warranty

The consultant shall not be liable to the client for any loss or damage incurred by the client or the applicant whether caused by the client or the applicant or the services received under any circumstances.

10. Contract construction

The contract shall be construed according to Mexican law and will be subject to the jurisdiction of Mexican courts.

We are dedicated to our clients, and we believe that our service will leave a lasting impression.

Sincerely,



Christian Müller
Recruitment Consultant