

Referral – Terms of Offer

Subject to the conditions outlined below, Durler Consulting Limited (the “Company”) will make a payment of £1,000.00 (One Thousand Pounds Sterling) (the “Fee”) if you successfully introduce or refer a business to us in relation to a recruitment or outplacement assignment in respect of senior managers and directors in industry or senior managers and partners in accounting practices (the “Target Market”) provided that (a) we were not aware of such an assignment; (b) your referral or introduction is accepted by the Company; and (c) as a result of your introduction or referral we are retained by the relevant business and have received in excess of £2,000.00 (Two Thousand Pounds Sterling) from such business in relation to such assignment. This offer applies to recruitment or outplacement assignments that fall within the Company’s Target Market in the United Kingdom or overseas but does not apply to countries where such offer would be illegal or contravene any laws or regulations.

The conditions of this offer are as follows:

1. that you contact us in writing or via the Company’s website regarding a potential recruitment assignment giving details of (a) the business (which includes without limitation companies and partnerships); (b) giving as much detail as possible of the relevant assignment; (c) the name(s) of the person(s) handling the assignment at such business and their contact details; and (d) any other information relevant to such an assignment, including whether you may be able to arrange a personal introduction which is helpful but not necessary;
2. that the Company acknowledges receipt of your referral and confirms that we are not aware of the relevant recruitment assignment or outplacement assignment. The Company reserves the right not to accept any referral for any reasons entirely at our own discretion.
3. if your offer is accepted, you will be contacted by a consultant and a contract will be signed between you and the Company pursuant to which the parties will agree among other things that:
 - i. you undertake that you are not (a) a director, employee, franchisee of the Company or the relevant business or (b) a former director, employee, franchisee of the Company or the business which may give rise to a potential breach of law or contract (including without limitation a breach of confidentiality) or conflict of interests; or (c) in breach of any other contract, law or regulation as a result of making such a referral or introduction. You will indemnify and hold harmless the Company, its affiliates and employees against any loss, damage, cost or liability arising from a breach of such an undertaking;
 - ii. you agree that neither the Fee or any portion of it will be payable to you unless within 3 months from the date the Company received your written introduction or referral the Company is retained by the relevant business as a result of your introduction or referral and that within 6 months of such date the Company has received in excess of £2,000.00 (Two Thousand Pounds Sterling) from such business in relation to such assignment. For the avoidance of doubt, the Company will not be under any obligation to pay the Fee if the relevant business fails to pay Company in relation to such an assignment for any reason whatsoever;
 - iii. if the Fee is payable, the Company will endeavour to make payment to you promptly after receipt of payment from the relevant business. The Company reserves the right to make payment by cheque.

If you have any questions, please contact us.