

Terms & Conditions

1 January 2017

These Terms & Conditions are between KANOFF LEGAL SPRL (the “Company”) and the “Client” engaging the “Candidate”.

Candidate: is defined as any individual, or individuals, “Introduced” by the Company to Client with a view towards an “Engagement” by Client.

Client: is defined as the person or entity hiring or potentially interested in hiring a Candidate.

Introduction: is defined as the release by the Company, to the Client, of a Candidate name accompanied by a CV or other information sufficient to identify such Candidate.

Engagement: is defined as the use of a Candidate’s services by the Client, or any 3rd party, on a permanent or temporary basis, whether under an employment contract, a service contract or otherwise.

Total Gross Remuneration: is defined as salary, bonuses or raises in compensation, and/or benefits in kind relating to (but not necessarily paid within) the first 12 months of service.

Acceptance: these Terms & Conditions are deemed accepted by the Client either by virtue of an instruction to Company to arrange an interview with a Candidate or by the Client’s Engagement of a Candidate, with or without any further intervention by Company.

Duration: the Engagement of a Candidate at any time within 12 months following the last communication with or regarding the candidate, will constitute a contract under these terms between the Client and the Company, with or without any further intervention by Company.

Duplication: every effort is made to avoid duplications. Where, within 20 working days, the Client provides the Company with evidence of Introduction by a third party or hiring-related communication between the Client and a Candidate having occurred within the previous 6 months, provided no instruction to interview has been made, the Company will accept that no Introduction has occurred.

Fee: upon Engagement the Company will charge a flat fee of 30% based on the Candidate's Total Gross Remuneration.

Position: the Fee shall apply irrespective of whether the position commenced is that for which the Candidate was originally introduced.

Third Party Introductions: Clients are advised to keep Introductions confidential. However, should the Client introduce a Candidate to any third-party, an Introduction to the Client will be deemed to have occurred. Similarly, if a Candidate, within one year of Engagement by the Client, refers a candidate to the Client, a fee shall be incurred accordingly.

Liability: every effort is made by the Company to ensure the reliability of information/documents provided to the Client. Nevertheless, as all information provided by the Company concerning a Candidate(s) is gathered directly from the Candidate(s), the Company assumes no responsibility for verification of any data transferred.

Payment Terms: Client agrees to notify the Company immediately regarding any offers made to a Candidate, of acceptance of such offer, and to provide details to the Company of Total Gross Remuneration. All invoices must be paid within 14 working days from the date of invoice. Interest of 1% per month is due, ipso jure and without any notification, on fees remaining unpaid 15 working days after invoice date.

Version: these Terms & Conditions supersede all previous Terms and Conditions. No variation of these Terms & Conditions shall be binding unless such variation is in a writing signed by both Client and Company.

Applicable Law: these Terms & Conditions are governed by Belgian law. Only the Brussels courts are competent. Client furnishes an address for service of process at their offices in Belgium.