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MD Fulcrum

CURRENT REQUIREMENTS

The current requirement is to put in place key roles in the team comprising:

- Finance Director / QHSE Manager

Finance Director

The Finance Director - is a critical element to the success of the project - this person is the out-facing credibility arm to the owner / funding group - they will have to present a complete picture of how the Finance Management of such a large project is going - this means the ability to complete report on progress and develop a rapport with the owners. Internally they have to be able to integrate the team to get a complete picture - be able to contact the contractors and subcontractors - the package engineering contractors - and through them understand with the project director the cost implications of additional work and also major hiccups. They also as an aside need to understand and manage Admin/ Accounts Payable and VAT / set up a Project Finance System. There are varying degrees in Finance -ACCA / FCA / CIMA - all are appropriate for the level of person we are looking for, providing they have either Owner / or high level contractor large scale project finance / finance leadership roles. The high risk nature of projects such as these and also - the "history" of the business may act as a stumbling block to successful hires. People who come from a stable environment may be reluctant to move - as such we need to be prepared to fund a higher salary and maybe include a LTIP once the project becomes revenue generating.

We would anticipate a base salary for this role iro. £180-225k base.

Health & Safety Manager

The HSE Manager will lead, develop and implement health, safety, environmental, and security policies and procedures to ensure the safety and full compliance. Initially focused on the Ellesmere Port facility, the successful candidate will have experience on health and process safety through all stages of design concept, FEED and eventual operation which would then be reviewed, adapted as needed and rolled out across successive sites within the European remit. We would not anticipate this person to come from a client side position. They will certainly have CDM rules implementation / operation skill sets (The file itself - Preparation - Content (handover internally) - Operation / Maintenance / Dissemination / (Purpose / Relevance ? Accessibility etc). A high level overview role - which will require considerable skill and third party management as well as operational management when the build phase is complete

We would anticipate a base salary for this role iro. £150-180k base.

A part of our approach will be to make sure when we identify candidates to keep a focus on the appropriate salary required for the sector. As we discussed, we will make sure all the candidates are fully aware of the pitfalls but most importantly the opportunities going forwards.

A full salary survey will be undertaken to ensure the salary level is concomitant with risk and current marketplace figures - this information will be relayed during the ongoing project search.

FEE STRUCTURE

Our typical fees for this search would be 30%, This enables us to maintain our long-standing relationship and remain competitive. However, as we have been following the developments with Fulcrum's UK project with great interest with Paul over the last 18 months and are keen to partner on these hires we would offer a reduced rate of 25%. Make no mistake these will be complicated and tough searches. What needs to be taken into account is this is a multi 100M project and failure to invest in the right person and therefore search will be damaging to the project - the fee structure and costs are minor when compared to the criticality of the hires.

The costs applicable are broken down into two stages, retainer and placement, as follows:

Finance Role - Stage 1 Retainer - 10K

Stage 2 Short-List - 15K

Stage 3 Placement - Balance at 25% - in total of the base Salary - an example would be a base of 200K our fee would be 50000 - Stage1 + Stage 2 = 25K

QHSE - Stage 1 Retainer - 8K

Stage 2 Short-List - 10K

Stage 3 Balance at 25% of base -an example would be a base of 140K our fee would be 35K - Stage1 + Stage 2 = 17K

All charges are subject to Value Added Tax at the current rate where applicable.

GUARANTEE

In the event of payment having been received in accordance with our payment terms, then in the event of a candidate leaving of their own volition, we operate a sliding scale refund system:

- If the candidate leaves within 4 weeks, 75% of the final fee is refunded.
- If the candidate leaves within 8 weeks, 50% of the final fee is refunded.
- If the candidate leaves within 12 weeks, 25% of the final fee is refunded.

A client can elect a replacement candidate in lieu of a refund.

Signed on behalf of Client Signed on behalf of Johnston Vere Name Jan Johnston Name

Signature



Signature

Position Advisor Position

Date 26/08/2025

THE RECRUITMENT PROCESS

Establish an agreed candidate profile highlighting essential and desired characteristics and an understanding of timescales.

We formulate our search plans and proactively identify and present the opportunity to potential candidates. Interested candidates are screened by resume, telephone and video -conference interview. Candidates who progress through the initial screening are interviewed in more depth to ensure that they meet the recruiting criteria. These are held in person wherever possible.



We aim to present 3 pre-qualified candidates to our clients. Depending on the role and complexity of the search, the number of candidates in the shortlist may vary depending on the scarcity of the candidate base.



We organise the client side interviews and can arrange any travel / accommodation as necessary. We can undertake reference checks on behalf of the client if they should wish and conduct personality and aptitude psychometric tests.



We provide advice to our clients on potential offers to ensure the best rate of candidate acceptance, including presenting trial offers to candidates.

We guide both clients and candidates through the final stages of resignation and notice period negotiation.

ABOUT US

Johnston Vere is a niche recruitment consultancy that actually consults! We offer a mix of broad industry knowledge, technical expertise, and success in recruitment at the highest level.

For over 30 years we have been partnering world-class technology, software and engineering companies; sourcing key executive, management, technical and commercial personnel throughout the world.

Our aim is to develop long term relationships with clients. We integrate ourselves fully within client organisations to holistically understand their business and requirements. Today Johnston Vere follows the legacy of the lifecycle ethos where many of our candidates have since become clients; this is reflected in the exceptionally high level of repeat business and their recommendations.

We are a truly international company. Operating from the UK we have a strong track record in global recruitment with a presence and representation in mainland Europe (Switzerland) and the UAE, this is backed up with a team of in-house linguists.

Jan Johnston – is the consultant most suited to working with you – he has a PhD in Maths and Chemical Engineering from UMIST as well as a Masters in Maintenance and Asset Performance.

TERMS & CONDITIONS

1. Definitions

“Annual Remuneration” means the basic salary plus any bonuses, commission, benefits in kind or any other remuneration, any regional or other weighting allowances and/or any other taxable allowances and/or any other payments due to the Candidate in connection with the Engagement for a period of 12 months.

“the Candidate” means any person, partnership or corporate body introduced to the Client by the Company for an Engagement

“the Company” means Johnston Vere Consultancy Limited (03858952)

“Contingency Search” means a search for a Candidate which is conducted by the Company on behalf of the Client without an agreed written Recruitment Proposal and defined fee structure and where a Contingency Fee will be payable upon engagement of a Candidate in accordance with Schedule 1

“the Client” means the person, partnership or corporate body to whom the Candidate is introduced including any person connected with such as defined in section 3 of the Employment Business Regulations 2003

“Engagement” means the employment, hire or other use, directly or indirectly and whether under a contract of service or for services or otherwise of the Candidate by or on behalf of the Client and shall be deemed to have occurred upon written acceptance of a Client’s offer of employment by a Candidate

“Fee” means either a Contingency or Retained Fee

“Introduction” means:

- (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to the Company to search for a Candidate; or
- (ii) the passing to the Client of a curriculum vitae or other information which identifies the Candidate, and which leads either directly or indirectly to an Engagement of that Candidate and irrespective of whether the Client had previous knowledge of the Candidate howsoever obtained; or
- (iii) if the Client engages any employees of the Company.

Such introduction is deemed to have been made irrespective of a change in position to the original position to which the interview was arranged or for which information on the Candidate was supplied

“Recruitment Proposal” means the agreement between the Company and the Client relating to a Retained Search

“Retained Search” means a search for a Candidate which is conducted by the Company on behalf of the Client in accordance with an agreed written Recruitment Proposal and defined fee structure therein

2. Contract

These Terms constitute the entire contract between the Company and the Client and: (a) are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction, and; (b) unless otherwise agreed in writing by a Director of the Company, these Terms and Conditions prevail over any other terms of business or conditions put forward by the Client, and; (c) no variation or alteration to these Terms shall be valid unless agreed in writing between a Director of the Company and the Client and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. Agreement

The Client agrees that the Company can act on its behalf in seeking Candidates for an Engagement using such methods as are agreed with the Client and on these terms and conditions.

4. Fees

- (a) If the Company is employed by the Client to carry out a Retained Search, then the Retained Fee payable shall be calculated in accordance with the 'Fee Structure' section of the Recruitment Proposal and Schedule 2.

5. The Client agrees

- (a) To pay to the Company the Fee in the event the Candidate is directly or indirectly engaged or employed by the Client or any other person, partnership or corporate body within 12 months of the latest of: -
 - i) the date of provision of identity of the Candidate to the Client as a direct or indirect result of an introduction by the Company and
 - ii) the date of the last interview between the Candidate and the Client
 - iii) the referral of the Candidate made by the Client to any person, partnership or corporation and
 - iv) the date of the contract made between the Client and the Candidate which arose from such provision.

Unless the Client provides satisfactory evidence, they have been in contact with a Candidate within the 4 weeks prior to the provision of their identity to the Client by the Company and that they have been actively considering them for the position concerned then the introduction shall be deemed to have been made by the Company and a Fee shall be payable by the Client to the Company. For the purposes of this clause the Company shall be sole arbiter as to what constitutes satisfactory evidence.

- (b) To provide the Company with a copy of any offer of an Engagement immediately it is made to the Candidate
- (c) To notify the Company immediately an Engagement is accepted
- (d) To pay to the Company interest on any overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
- (e) To pay Value Added Tax on the Fee where due
- (f) To pay the Fee in sterling unless previously agreed in writing by a Director of the Company
- (g) To pay all legal costs, charges and expenses incurred by the Company recovering any debt on a full indemnity basis
- (h) Not to employ or seek to employ any of the Company's member of staff but if any such member of staff accepts an Engagement within 3 months of leaving the employment of the Company then this shall be regarded as an Introduction and the Client shall be liable to pay to the Company a Fee equivalent to the greater of:
 - i) 25% of the Annual Remuneration to paid by the Client to the member of staff, or. ii) 25% of the Annual Remuneration paid by the Company to the member of staff in the year preceding the date of such Engagement.

6. The Company agrees

- (a) To endeavor to ensure the suitability of the Candidate but the Client shall nevertheless satisfy himself as to the suitability of the Candidate and shall be responsible for taking up references, obtaining work permits and carrying out any necessary medical examinations
- (b) To ensure that the Candidate is aware of any requirements to be satisfied in respect of the Engagement

7. Liability

The Company shall not be liable to the Client for any loss, injury, damage, expense or delay whatsoever incurred or suffered by the client arising from or in any way connected with the Company seeking the Candidate for the Client or the introduction by the Company to the Client of

8. Applicable Law

The construction, validity and performance of these terms is governed by the law of England and the parties accept the jurisdiction of the English Courts

9. Waiver

No time or indulgence granted by the Company shall operate as a waiver of the Company's rights hereunder

10. Confidentiality

Each of the parties undertake to the other to keep confidential all information concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to the entering into this agreement or which it subsequently obtains during the course of this agreement and these obligations shall continue after the termination or expiry of the contract

11. Invalidity

If any provision of this contract is deemed by a judicial or other competent authority to be void, voidable or illegal or otherwise unenforceable the remaining provisions of this contract shall remain in full force and effect

Retained Search Fees

1. The Retained Fee

Fees payable by the Client for Retained Searches are agreed based on the requirements and complexity of each search and are outlined in the 'Fee Structure' section of the Recruitment Proposal as applicable.

2. Advertisement

Any advertising fees incurred by the Company in respect of Retained Search shall be agreed with the Client prior to being incurred and charged to the Client as incurred

3. Cancellation

Should the Client choose to cancel the Retained Search, the Client shall be liable to pay the Company a fee calculated as follows:

- a. If the Client cancels the Retained Search within 28 days of the Stage One invoice, then only the Stage One fees are payable.
- b. If the Client cancels the Retained Search more than 28 days after the Stage One invoice but before the Stage Two invoice, then the Client will be liable to pay the Stage One fees and 50% of the Stage Two fees
- c. If the Client cancels the Retained Search after the Stage Two invoice but before the Stage Three invoice then the Client will be liable to pay the Stage One fees, Stage Two fees and 50% of the Stage Three fees
- d. In all other cases the full fee for all stages will be payable.
- e. If during the course of the search, there are significant changes at the Client such as change of Hiring Manager or role, the Company reserves the right to cancel the Retained Search and invoice 50% of the next stage or If significant changes are requested by the Client during the course of the search and a revised Fee cannot be agreed, the Company reserves the right to cancel the Retained Search and invoice 50% of the next stage

4. Suspension of Retained Search

- If the Client wishes the Company to suspend the Retained Search for any reason, then:
- a. The request must be made in writing and following written acknowledgement of the request by the Company the search will be suspended for a maximum of 3 months.
 - b. Should the Retained Search not be recommenced within the 3-month suspension period it shall be deemed cancelled and the relevant fees under clause 3 of this schedule shall become payable by the Client;

- c. In exceptional circumstances the company may, in its absolute discretion, agree to extend the suspension beyond 3 months.

5. Payment Terms

- a. For all services (including advertising costs) provided by the Company to the Client payment is due strictly 14 days from the date of the invoice date raised unless otherwise agreed in writing between the parties and all fees are subject to Value Added Tax (VAT).
- b. The Stage One invoice shall be raised by the Company once a Retained Search is agreed . c. The Stage Two invoice shall be raised by the Company on presentation of a shortlist. d. The Stage Three invoice shall be raised by the Company once the Candidate has provided written acceptance of the Client's offer of Engagement.
- e. In the event that any payments due to the Company become overdue, interest will be charged on all overdue balances in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the first day that the invoice is overdue until the date payment is received in full. This will be calculated at the statutory interest rate (currently 8%) plus the Bank of England base rate. All legal costs, charges and expenses incurred by the Company recovering any debt shall be paid by the Client on a full indemnity basis.

6. Candidate Withdrawal

- a. The Client shall notify the Company in writing should the Candidate withdraw acceptance of the Client's offer of Engagement prior to commencing employment and the Company shall have a period of 6 months from the date of such notification in which to find a replacement candidate who is acceptable to the Client.
- b. If at the end of the 6-month period a replacement cannot be found, the Client will receive a full refund of the Stage Three Fee.
- c. Should the Client wish to cancel the search for a replacement candidate within the 6-month period then the Client will receive a refund of only 75% of the Stage Three Fee
- d. Expenses and advertising costs shall not be refunded and will always remain payable. e. The Company shall be entitled to recover the amount of any refund from the Client if the Candidate is engaged or re-engaged by the Client or by any third party to whom the Candidate has been introduced by the Client within twelve months after the date of the withdrawal of the Candidate.

7. Employment of Additional Candidates

Should the Introduction of Candidates in a Retained Search led to the Engagement of more than one Candidate by the Client then a fee equal to of a Contingency Fee of 12.5 for each additional Engagement shall be payable by the Client. These Fees shall be paid in addition to the Fees outlined in the 'Fee Structure' section of the Recruitment Proposal.

