



JOHNSTON VERE
GLOBAL RECRUITMENT

SPECIALIST
RECRUITMENT
FOR THE ENERGY,
TRANSPORTATION,
TECHNOLOGY &
ENGINEERING
SECTORS.

RECRUITMENT PROPOSAL

For the attention of
Iain Crosley & Akeel Attar
XpertRule

www.johnston-vere.co.uk

CURRENT REQUIREMENTS

The current requirement: Business Development Executive / Manager

Location ANY UK

Asset performance and operability are crucial to any business operation. XpertRule software allows clients a unique insight into their business through its manufacturing intelligence software. Data streams from operations are becoming increasingly complicated and abundant. It is getting more difficult to sort this out into a digestible and meaningful data set. Manufacturing organisations are under constant pressure to become more efficient – but with such heavy streams of data the visibility is increasingly blurred. XpertRule unique tools help create a clear vision for business – bottom to the top – in layers that are open enough to enable key decisions to be made whether that is operational efficiency / asset performance increasing the automation piece through IIOT. It does not stop there though as it also has the ability to thread into the C suit.

Over the years it became apparent that the integrations needed to make the software work most effectively were better suited to Channel relationships via Channel Partners.

Channel partners are often unique with levels of domain experience well beyond the in house skills in the business. They need to be identified / nurtured and often led through the first few sales cycles.

Working closely with organisations such as Siemens who have opened the Mindsphere partner relationships and are openly encouraging XpertRule to engage with them has accelerated the potential growth of licence sales.

This expansion leads us to the recruitment of additional resource – to capitalise on the opportunities in hand and build out those that are being developed by the new channel partners and also by developing direct sales with large manufacturing organisations.

This role thus is a mix of Channel relationships and new business sales – quite a complicated match up to source.

Candidates at this level are difficult to find – you need to understand the culture of the business and its players and work round this to find someone who fits in.

XpertRule is a small company – pitching well above its weight and in competition with many larger organisations who have the benefit of significant resource.

To find this candidate we must match and, in some cases, better the offer that they themselves have to keep their own staff.

Clearly, we want a winner and they are similarly well protected and well rewarded in their companies and are often uncomfortable joining a guerrilla organisation such as XpertRule – so they have to be enticed and see the vision. This means all parties in the business selling the vision and at the same time interviewing.

We have to also offer competitive packages.

Base to reflect the skills – 75-90K (It is a widespread but for instance a top-level Siemens account manager with Mindsphere is on at least 80+ in some instances 100K)

Commission - (these are always a bone of contention and every effort should be to incentivise - short medium and long term)

Car allowance (Whilst this is not a given - often it's a cash sum added to the base - nobody wants the hassle of leases)

PHI (this is often a standard) & Death in Service

Some Pension enhancement

Share incentive Schemes are common - but I would advise that this is not something they need to know at this stage - it has no or little relevance

The objective is to make a sweet enough offer to a candidate to also make it difficult for them to leave

Forward promises to salespeople sadly are meaningless – (they are to leadership people) – a salesperson's focus should be on maximising opportunities – nothing else should get in the way.

FEE STRUCTURE

Our typical fees for this search would be 25%, This enables to maintain our long-standing relationship and remain competitive.

The costs applicable are broken down into three stages, as follows:

Job Title	Business Development Exec / Manager
Stage one Retainer	5000
Stage two Shortlist	
Stage three Placement	25%-stage 1&2
Total	25% base salary

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

Expenses



The costs applicable in respect of the Retainer are in relation to the Client's initial instructions to and/or appointment of the Company and all preparatory work undertaken whether on after or before the signing of this agreement. As part of the assignment service we provide, all candidates put forward at shortlist stage will have been personally interviewed and vetted. The expense allocation for interviews, meetings, travel, sustenance, etc. is payable by the client on receipt of invoice, clearly Johnston Vere will endeavour to keep these costs to an absolute minimum.

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	
Akeel Al-Attar	Name	Jan Johnston	Name
	Signature		Signature
CEO	Position	Advisor	Position
6 th September 2022	Date	6 th January 2022	Date

THE RECRUITMENT PROCESS

1. Agree brief

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

2. Focused search

We formulate our search plans and proactively identify and present the opportunity to potential candidates.

3. Candidate screening

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.

4. Shortlist presentation

We aim to present 3 pre-qualified candidates to our clients. Depending on the role and complexity of the search, the number of shortlisted candidates may vary.

5. Client interviews

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.

6. Offers and acceptance

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.

INDUSTRIES

Each of our consultants operates in their own field of expertise, which when appreciated as a whole, offers clients and candidates a truly holistic market, technology or discipline based approach.

Each domain in which we work offers its own challenges such as limited candidate pools or niche technologies. Our market knowledge and experience enables us to devise effective search plans allowing us to resource from non-typical environments to source candidates with transferrable skills.

The main industries that we specialize in are:



Oil & Gas (Upstream, Midstream and Downstream)
Renewables
Nuclear
Generation
Transmission



Remediation
Site Investigation
Civil Engineering
Geotechnical
Waste Management



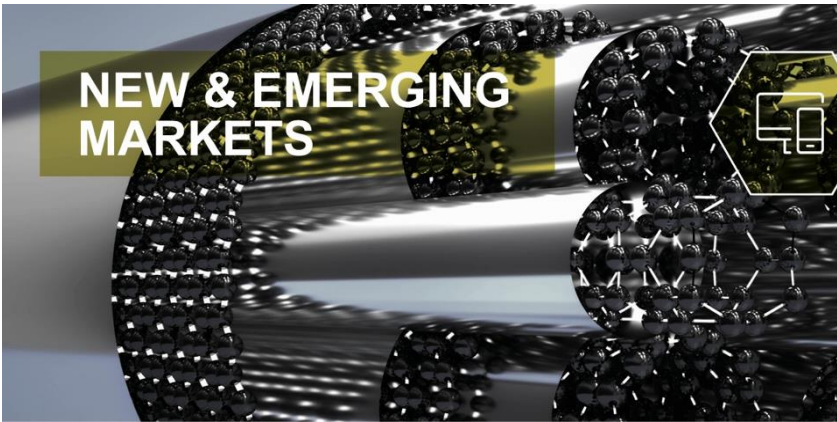
Medical Devices
Pharmaceuticals
Biotechnology
Biomechanics
Lab Systems

INDUSTRIES CONT'D.



MANUFACTURING & MACHINERY

- Chemicals
- Process Safety
- Food & Beverage
- Robotics
- HVAC
- Process Plant Equipment
- Special Purpose Machinery



NEW & EMERGING MARKETS

- Big Data
- Internet of Things
- Smart Technology
- Cyber Security
- Autonomous Vehicles
- Advanced Materials
- Software



TRANSPORTATION

- Road
- Rail
- Airports

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 any Candidate or the Engagement of any Candidate by the Client

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

Schedule 2: 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.



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