



Marina HR Solutions provides HR, Executive Search & Training solutions for mid to large organisations in Europe & across Africa.

Marina HR Solutions is an independent HR, Executive Search & Training consultancy. We are a highly experienced team of recruitment & training professionals with a focus on Africa. With our extensive international connections and our understanding of HR, recruiting and training in Africa, Marina HR Solutions is best placed to deliver a one stop solution for your needs.

Marina HR Solutions offers HR, Executive Search and Training Solutions to a number of clients across Africa in the following sectors:

- FMCG
- Financial Services
- Oil and Gas
- Telecommunications
- Manufacturing

Our vision is to provide a first class service to our clients at all times.

Our principles are built on independence, integrity, expertise and confidentiality.

HR SERVICES

Managed & motivated people drive productivity. If you can get your HR Strategy right, - rewards, recognition, development, communication and culture - then people stay.

Whether you choose to implement one or all of our HR services, understanding comes first. Before embarking on any HR services project, we begin with a strategic assessment, giving us a thorough insight into your business. Only then do we begin the process of clarifying your business goals, defining what you need to do to achieve them, and identifying your individual benchmarks for success.

Our services at a glance

- Creation of a corporate HR Strategy
- Executive Search & Recruitment Solutions
- Training & Development Solutions
- Performance Management
- Reward & Recognition
- HR Support

Further Information:

For more information on how Marina HR can help with your HR Strategy, please contact Jonathan Miller for a confidential discussion jmiller@marinahrsolutions.com

RECRUITMENT SERVICES

Marina HR Solutions specialises in middle management and senior level searches within Africa.

Executive Search

Our executive search teams are specialists in working on retained mandates to generate long and short lists of suitable sourced candidates. Our team is able to deliver a quick and smooth recruitment process to source for senior executives or other highly specialized positions in organizations both locally and internationally.

Contingent Recruitment

Our contingent team specializes in middle management opportunities and is able to deliver both contingent and search recruitment mandates. Our ability to operate both avenues is a result of our strong network of candidates.

Networking Conferences

Due to our increasing belief of the strategic power of HR in organizations we have devised The Marina HR Forum which is a collection of exclusive invitational only face to face meetings for senior HR professionals focusing on Africa. These networking events allow the future HR leaders of our Industry to gather together as one in a discussion group covering topical market issues. The core mission of Marina HR Forum is to share industry knowledge and expand personal networks in a confidential free discussing environment.

Marina HR Forum series compromises of:

- HR Director
- Heads of Recruitment and Resourcing
- Head of Training/Learning and Development
- Head of Talent
- Senior HR Business Partners
- Head of Employee/Labour Relations
- Head of Reward

These forums allow HR professionals to join the group most relevant to them. The networking events are free to attend, offering our exclusive members the opportunity to discuss difficult market issues amongst their HR peers in the African market. Each forum is restricted in numbers with a maximum of 20 people attending and is structured around interesting industry related topics that will keep our members talking and interacting. Our exclusive members attend a number of forums a year and are supported through our members' only LinkedIn group for networking between events.

Further Information:

For more information on how Marina can help with your Executive Search & Recruitment needs, please contact Jonathan Miller for a confidential discussion:
jmiller@marinahrsolutions.com

TRAINING

Helping staff achieve their full potential improves motivation & drives business performance. At Marina, we have a number of solutions to help your people achieve this.

Marina HR Solutions offers a range of training solutions for our clients from Leadership training to Business Skills training.

Leadership Development Programme

Marina HR Solutions Leadership Development programme is focused on finding solutions to organisational challenges that mirror the organisation's vision, values and strategic priorities in order to remain competitive in an ever-changing business context.

Management Development Training

Marina HR Solutions Management Development Programme is focused on providing new and experienced managers with the skills and tools to manage their staff effectively and get the best out of them.

Business Skills Training

Marina HR Solutions offers a range of business skills training to help develop staff skills. Some of the training interventions we offer are listed below:

- Presentations Skills
- Negotiation Skills
- Effective Communication
- Business Writing
- Networking
- Social Media

Social Media Training

Our Social Media Training programme is focused on opening up new ways to engage, source and recruit new candidates. Our training program looks to merge the different social media channels into organizations recruitment strategies developing their social media capabilities.

Our team will partner closely with the recruitment team responsible for the strategy, and ensure we implement the training in a systematic and informative fashion.

Our programme is an intensive training programme that will focus on the following key

areas of social media:

- Social Media Introduction:
- The Power of LinkedIn:
- LinkedIn, Twitter, Facebook and Google + for recruiting:
- Boolean Searches and Sourcing from the Web:

If you would like to find out more about any of our training solutions, please email training@marinahrsolutions.com

Alternatively, you can download our training brochure from our website by following this link: <http://www.marinahrsolutions.com/company-brochures/>

STANDARD TERMS OF BUSINESS

1. INTERPRETATION

In these terms of business ('the Terms') the following expressions shall be given the following meanings: **'Candidate'** means any person who approaches or is introduced to the Client and is considered for an Engagement.

'The Client' means any person, firm, company, corporation (including such company or corporation's subsidiary, associated or holding companies) who approaches the Company with a view to engaging a Candidate or to whom a Candidate is introduced by the Company.

"Commencement of Engagement" means the date upon which the Candidate starts to work for the client or the date upon which the Candidate signs an employment contract with the Client whichever is the earlier.

'The Company' means Marina HR Solutions or any of its subsidiary, associated or holding companies. **'Engagement'** means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a full time, temporary or consultancy basis, of one or more Candidate(s) or a member of the Company's staff by or on behalf of the Client.

'Month' means a calendar month. **'Introduction'** means the passing to the Client of, which identifies the Candidate. **'Introduction Fee'** means the fee payable pursuant to Clause 6 calculated in accordance with and payable in the installments described in Schedule A annexed.

'Remuneration' means the gross annual remuneration payable by the Company to the Candidate, which shall include but not be limited to base salary, inducement payments, guaranteed bonuses or commissions, profit share or performance bonuses and shares in the Client or its subsidiary, associated or holding companies. Profit share or performance bonuses will be based on projected values. If the contract is temporary or consultancy the rate will be calculated pro rata to an annual salary.

In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

The complete or partial invalidity or unenforceability of any provision in these Terms for any purpose shall in no way affect the validity or enforceability of such a provision



for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

These Terms supersede all previous terms of business. The headings in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

All and any business undertaken by the Company concerning the Engagement of Candidates by the Client is transacted subject to these Terms, all of which shall be incorporated in any agreement between the Company and the Client. The interviewing by or on behalf of the Client or the Engagement of a Candidate or the commencement by a Candidate of work for or the provision by the Candidate of services to the Client (whichever first occurs) shall be deemed acceptance of and agreement to these Terms.

3. OBLIGATIONS OF THE COMPANY

The Company will use reasonable endeavors to introduce to the Client a suitable Candidate to carry out work for the Client, but as the Client accepts neither the Company can give a warranty as to the suitability of the Candidate nor guarantee to find a suitable Candidate for each vacancy.

The Company believes it to be best practice for the Client to engage an external referencing agency to conduct the referencing process, when an offer of employment has been made to the Candidate. However, if required by the Client and notified to the Company in writing, the Company will conduct a formal referencing process at no extra cost to the client. The formal references will normally be requested from a superior, a peer and a subordinate and will be communicated to the Client.

4. OBLIGATIONS OF THE CLIENT

The Client will notify the Company immediately upon an offer of employment being accepted by a Candidate or upon the commencement of an Engagement (whichever first occurs) together with the details of the Candidate's Remuneration.

The Client shall (a) satisfy itself as to the suitability of any Candidate for the purposes of the vacancy for which the Candidate has been introduced and (b) be responsible for obtaining any work and other permits and for ensuring that the Candidate satisfies any qualifications that may be appropriate or required by law. The Company will clearly state where any such work or any candidate it submits might require other permits.



5. EXPENSES

The Client will pay all reasonable expenses incurred by the Company in connection with conducting a search for candidates, including but not limited to costs of meeting candidates, on the submission of suitable supporting documentation where required

It is expected that the consultant(s) who are working specifically for the client will utilize First Class train travel and unrestricted Business Class air travel for flights over 3 hours in duration. They will also be expected to use a business friendly hotel, i.e. one that has business facilities.

All expenses will be subject to Value Added Tax, where applicable.

6. FEES

Recruitment & Training fees shall be payable by the client on receipt of an invoice. Training fees are variable and will be agreed and paid by the client prior to engagement of any training.

The Client shall pay all moneys due under these Terms within 7 days of the date of invoice by the Company. The Company reserves the right to charge the Client interest in respect of any amount outstanding from the date of invoice up to and including the day of payment at the rate of 4% per annum.

The fee for recruitment services will be between 20% - 25% of the Remuneration.

The First Installment amounting to 30% of the agreed fee becomes payable when the Company is instructed by the Client to carry out a search by returning a counter-signed letter of engagement to the Company agreeing to the terms of the engagement.

The Second Installment amounting to 30% of the agreed fee becomes payable when the Client has accepted the short list of candidates for interview.

The Third Installment amounting to the remainder of the agreed fee will become payable upon the commencement of Engagement of the Candidate by the Client



7. TERMINATION

If either a Candidate or the Client lawfully terminates an Engagement within 6 months of the date upon which such Candidate commenced work for the Client and provided that:

- All moneys due under these Terms have been paid by the Client; such

termination is not as a result of redundancy, pregnancy, injury or ill health or by reason of the Candidate's race, sex or any disability or by reason of a change in job specification;

- Such termination has not arisen where the Client has entered into the Engagement
- The Client serves notice on the Company in writing at its registered office of the termination of the Engagement within 7 days of such termination;

Then the Client shall instruct the Company to commence a search for a replacement Candidate, at no additional fee cost to the client and on the same terms as the original Candidate was provided. The Client shall be liable for any additional expenses. Under no circumstances will any fees or expenses be refunded.

8. LIABILITY AND INDEMNITY

Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

- failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;
- any act or omission of a Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise; any loss, injury, damage, expense or delay incurred or suffered by a Candidate;

PROVIDED THAT nothing in this clause 8 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.



9. CANCELLATION AND SUSPENSION

If the Client terminates or suspends a retainer with the Company the Client shall pay the Company immediately any installment due pursuant to Schedule A in addition to any expenses incurred, in accordance with clause 5 hereof.

If the Client cancels an assignment having subsequently interviewed some or all of the short listed candidates, 50% of the third installment of fees will become payable.

If the Client cancels an NED assignment, 100% of the first year's base fee will become payable.

10. MISCELLANEOUS

These Terms shall be governed by and construed in accordance with the laws of England and Wales. The Company and the Client both agree to submit to the exclusive jurisdiction of the English courts save that the Company shall have the right to commence proceedings in any other jurisdiction, which it deems appropriate.

All Introduction Fees are subject to the addition of V.A.T., if appropriate.





In seeking Executive Search or Training Solutions through Marina HR Solutions, you agree to the Terms of Business Agreement and to us acting on your behalf. This does not affect your normal statutory rights.

Name of Company

Your name (Capitals):

Signature:

Position in Company:

Date: