



TERMS OF BUSINESS: PERMANENT APPOINTMENTS

1. These Terms of Business are between Barton Mills Recruitment Pty Ltd (hereinafter called "the Company") and the Client.

2. These Terms of Business form part of the agreement submitted by the Company to the Client in respect of an applicant introduced by the Company. The Client acknowledges that once it interviews and/or employs an applicant introduced by the Company, whether such employment includes permanent or casual employment or engagement of the applicant as an independent contractor, these terms of business are deemed to have been accepted by the client.

3. The Client will notify the Company immediately when an applicant is offered and accepts employment (whether permanent or casual or fixed term) or is engaged as an independent contractor and it acknowledges that it will as a result be responsible to pay all fees payable to the Company as set out below and in the invoice that will be submitted by the Company to the Client, **within fourteen (14) days of the date of that invoice. Full payment of that invoice must be made as stipulated, for the Client to have the benefit of the guarantee periods set out below.**

4. The fee payable by the Client to the Company is a percentage of the final negotiated package. The package is defined as base salary, superannuation, allowances (including car), bonuses, guarantees and any benefits that represent cash in alternative forms.

<u>Annual Remuneration Package</u>	<u>Percentage of Annual Remuneration Package</u>
To \$49,999	15% + GST
\$49,000 - \$79,999	18% + GST
\$80,000 - \$119,000	20% + GST
Above \$120,000	25% + GST

5. The fee payable for the appointment of a part time employee shall have the percentage applicable calculated at the annualised salary and the fee will then be on a pro rata basis. A minimum fee of \$3,000 + GST is applicable.

6. The guarantee period is 12 weeks. If the candidate is terminated within 12 weeks of commencement, the Company will undertake to find a replacement for the same role free from any additional professional fees, **provided that the fee has been paid within fourteen days of date of invoice** and provided that the Company has been notified immediately, in writing, of the termination. However, out of pocket expenses, such as re-advertising, would be charged at cost. Where the remuneration package for the second candidate differs from the first, the final invoice will be adjusted accordingly. The replacement guarantee is not applicable where the candidate is retrenched or there is a change in the job specification. There is no further guarantee extended to candidates placed as a result of a free replacement.

7. In the event that the Client defers a hiring decision and/or passes on an introduction of an applicant to a related corporation (within the meaning of the Corporations Act) or to another employer and in either case, if the applicant is hired by one or other of them within twelve (12) months of the date of initial introduction of the applicant to the client by the Company, the company is entitled to the fee from the Client which is payable hereunder.

8. The Client acknowledges that the Company will not be responsible for any acts, errors or omissions, whether wilful, negligent or reckless, of the applicant. The Client acknowledges that the ultimate decision of recruiting the applicant is the decision of the Client and that in so doing, the Client makes that decision based on its own skills and judgement and enquiry notwithstanding any recommendations or advice that may have been given by the Company to the Client. The Client acknowledges that this relates to all and any claims for damages, economic or financial loss.

9. Display advertising and other charges will be at the Client's expense with payment due on presentation of invoice. Such expenses will only be incurred after consultation and with prior agreement from the Client.

10. Special consulting services will be negotiated directly with the Client and agreed prior to the commencement of any such assignment.

11. Employment of a Barton Mills Recruitment Consultant. The Client agrees that if the Client, or a third party at the instigation of the Client, employs any Consultant employed by the Company within a period of 12 months after the Client has last had dealings with that Consultant, then the Client will pay a fee to The Company in accordance with the permanent fee schedule of clause 4. For the purposes of this clause, a "Consultant" is any person who was employed by The Company, or provided services to The Company as a temporary employee or through a service company.

Barton Mills Recruitment Pty Ltd ABN 54 109 899 274

Sydney: Suite 1002, L10, 46 Market Street, Sydney, NSW 2001 (T) +61 2 9262 5544
Melbourne: Suite 4, Level 10, 365 Little Collins Street, Melbourne Vic 3000 (T) + 61 3 86760511
Mailing Address: GPO Box 7100, Sydney, NSW, 2001
(W) www.bartonmills.com.au



Barton Mills Recruitment complies with the National Privacy Principles of the Federal Privacy (Private Sector) Act 2000 and requires the Client to comply with these principles also.

Barton Mills Recruitment is a member of the RCSA – The Recruitment & Consulting Services Association and abides by the RCSA code for professional conduct.

Executed as an Agreement

Signed on behalf of

Authorised Representative

Witness

Name (please print)

Name (please print)

Position

**Signed on behalf of Barton Mills Recruitment ABN 54
109 899 274:**

Witness

Authorised Representative

Name (please print)

Name

Position

Barton Mills Recruitment Pty Ltd ABN 54 109 899 274

Sydney: Suite 1002, L10, 46 Market Street, Sydney, NSW 2001 (T) +61 2 9262 5544
Melbourne: Suite 4, Level 10, 365 Little Collins Street, Melbourne Vic 3000 (T) + 61 3 86760511
Mailing Address: GPO Box 7100, Sydney, NSW, 2001
(W) www.bartonmills.com.au