

# TERMS AND CONDITIONS FOR PERMANENT PLACEMENT

## 1. Scope of this Agreement:

- 1.1. This agreement shall apply to
  - a) any business proposed to be undertaken by Sanctuary Recruitment Pty Ltd (here after referred to as SR) on behalf of the Client; and
  - b) the employment, engagement or other use by the Client of a Candidate introduced by SR.
- 1.2 In the absence of any other written agreement, the use by the Client of any curriculum vitae provided by SR (or details therein) or employment or engagement of any Candidate introduced by SR will constitute acceptance by the Client of these Terms and Conditions.

## 2. The Placement

- 2.1 SR shall use reasonable skill and care in the sourcing and introduction of Candidates to the Client.
- 2.2 The Client shall provide to SR all information reasonably necessary to enable SR to assess the suitability of a Candidate for a Placement.
- 2.3 SR will make every reasonable effort to ensure that a Candidate suits the Clients notified requirements, in so far as a Candidate or Third Party provide details relating to the Candidate, SR shall use all reasonable endeavours to ensure these details are correct but provides no warranty to such effect, SR will not be liable to the Client for any loss or damage as a result of such incorrect information and the Client acknowledges that it is responsible for undertaking its own investigations to verify any information is correct.
- 2.4 Where the client has instructed SR to headhunt a Candidate on a Clients behalf the Client shall indemnify SR against all loss, or expense incurred by SR as a result of claims made in connection with such instruction.
- 2.5 SR gives no warranty or representation that any Candidate is or will be willing / or available to accept or commence any placement.
- 2.6 SR will not be liable for any losses, liabilities costs and expenses incurred by the Client arising from the Candidates acts or omissions, including their acts and omissions in performing their employment with the Client.
- 2.7 The Client acknowledges that the final decision to employ or engage a Candidate rests with it.

## 3. Fees

- 3.1. The Fees payable by the Client for a Placement are calculated as a percentage of the gross Candidates Salary Package as per the table below:

Salary Package:	% Fee Rate
\$0 - \$74,999	18%
\$75k - \$110k	20%
\$110,001 +	25%

- 3.2 For Fixed Term Placements, the fees payable shall be based on the equivalent annual full time Salary Package as per clause 3.1

## 4. Retained Searches

- 4.1 Where the Client requests a retained search assignment, a fee is payable by the Client and will be invoiced in three stages: 33% on SR's agreement to undertake the assignment, 33% when the shortlist is presented to client or after the passing of thirty days which ever is the sooner, and the balance is paid upon commencement of the Candidate in employment.
- 4.2 If the Client withdraws the Placement before the Candidate commences or cancels the assignment, all three stages of the fee detailed in 4.1 are payable immediately.

## 5. Payment and Additional Costs

- 5.1 Additional Costs will only be incurred with the Clients approval and charged at rates agreed.
- 5.2 The Client will pay all invoices within 14 days of the date of invoice.
- 5.3 The Client is deemed to have accepted the invoice if no dispute is raised within 7 days of the invoice date. Overdue payments are subject to a daily rate of 2.5% per annum above the base rate of the Commonwealth Bank of Australia.
- 5.4 A dispute will not affect payment of non-disputed fees on the same invoice, or delay the payment of any other invoices due by the Client, and the Client shall have no right of set off.
- 5.5 All fees are quoted GST exclusive. GST shall be charged on fees at the prevailing rate.
- 5.6 All costs incurred by SR in recovering amounts overdue will be payable by the Client.

## 6. Fixed Term Extensions and Conversions.

- 6.1 For Fixed Term Placements, if:
  - a) the original fixed term is extended a further fee will be payable in accordance with clause 3.2: or
  - b) the Candidate accepts permanent employment with the Client, a further full fee will be payable in accordance with Clause 3.1In each case the Client is obliged to notify SR immediately.

## 7. Introductions

- 7.1 The Client shall inform SR and shall pay the fee that would have been due to SR for a Placement where;

- a) although no Placement occurs initially, an introduced Candidate is employed or engaged by the Client within 12 calendar months of the initial introduction;
- b) an offer of employment is made by the Client and accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results; or
- c) irrespective of whether or not a Placement resulted from the introduction of a Candidate by SR to the Client, the Candidate is introduced by the Client to a third party within 12 calendar months of the date of initial introduction.

- 7.2 The Client must notify SR immediately if a Candidate accepts employment with the Client or a third party to whom the Client has referred the Candidate, including the start date of the employment and full details of the Salary Package agreed.

## 8. Replacement Guarantee

- 8.1 No rebate of fees shall be made. Should the engagement of a candidate terminate within a period of 8 weeks (including the candidates period of contractual notice) from the start of the placement, SR shall seek a replacement Candidate on the condition that;
  - a) the candidate leaves of their own volition, and not due to any redundancy measures, change in job description, or change in work conditions.
  - b) SR's invoice has been settled in accordance with this agreement.
  - c) the Client has complied with its obligations to the Candidate under the relevant laws.
  - d) the request to replace is given exclusively to SR.
  - e) the nature of the replacement role is identical (including job title and geographic location) to the initial placement
  - f) SR is informed in writing within seven days that the Candidate is no longer in employment.
- 8.2 SR offers it's replacement guarantee for the original Placement only, and not for the replacement candidates. The Guarantee does not apply to candidates initially placed on a fixed term contract.
- 8.3 The replacement guarantee is valid for a three month period after the Placement has been terminated after which it lapses.

## 9. Confidentiality

- 9.1 The Parties will hold information of the other, which can reasonably be described as confidential, or is notified by the other party as such (including this agreement, and details of any candidates), in confidence, and will not disclose such information without consent of the other party unless required by law, or it has been made available to the public, other than through a breach of this clause.

## 10. General

- 10.1 Neither party shall be liable to the other under or in connection with this Agreement for any indirect or consequential loss, loss of profits, or loss of revenue. Nothing in this agreement limits any rights or warranty imposed by statute or regulation to the extent that it cannot lawfully be limited, or limits either parties liability for its fraud (including fraudulent misrepresentation).
- 10.2 If the Client within a twelve month period hires a staff member of SR, a fee of 30% of their last salary will be payable by the Client.
- 10.3 If a clause is held by a Court to be unenforceable or illegal, that part will be severed from all other terms without effecting the validity or enforceability of the rest of the agreement.
- 10.4 If any party is prevented in the performance of this Agreement by circumstances which are beyond their control, acting reasonably, then that Party will not be held responsible or liable for what would otherwise have been a breach of its obligations under this agreement.
- 10.5 This agreement will be governed by the laws of the State or Territory in which the business is performed.
- 10.6 No waiver or amendment to this agreement will be effective unless confirmed in writing by a Director of SR or the other Party.

## 11. Definitions

- 11.1 The following words are defined as follows
  - a) **"Business"** means work performed by SR in relation to permanent or Fixed Term Placements including but not limited to SR receiving instructions from the Client for a Placement, long or short listing Candidates, introducing a candidate or other act of Sourcing or Supply of a Candidate.
  - b) **"Candidate"** means any individual introduced by SR to the Client.
  - c) **"Client"** means you or any of your related bodies corporate as defined in section 50 of the Corporations Act 2001.
  - d) **"Fixed Term Placement"** means any Candidate introduced to the Client who becomes employed or engaged directly by the Client on a fixed term contract.
  - e) **"Introduced"** means the sending of a candidates CV by SR to the Client or any other verbal or written communication between SR and the Client that enables the Candidate to be identified.
  - f) **"Placement"** means a position or role to which a Candidate may be or is appointed on a permanent or fixed term basis.
  - g) **"SR"** means Sanctuary Recruitment Pty Ltd.
  - h) **"Salary Package"** means the annual anticipated gross remuneration package for a Placement, which includes gross annual salary, applicable benefits including superannuation, commission, bonuses, allowances and joining inducements. The provision of a car is valued at \$25,000 per annum.

**Sanctuary Recruitment Pty Ltd ABN 51 604 184 670**

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