

**TERMS & CONDITIONS OF BUSINESS FOR  
HAMILTON JAMES & BRUCE GROUP “HJB” (ABN 90 091 302 975)  
Represented by Hamilton James & Bruce Pty Ltd, HJB Bowden, ITG Resources Group**

**Professional Services Recruitment**

**1 These Terms & Conditions apply to:**

1.1 If you interview for employment, or employ a person we introduce to you, by any means, or, if you on-refer that person to a third party who then employs that person. You will then be regarded as having agreed to all these Terms and Conditions.

**2 Fees are payable to us when:**

2.1 You must pay to us the fees set out in these Terms and Conditions if you employ a person we have introduced to you within 12 months of the date of our introduction or if you on-refer that person to a third party who employs that person within 12 months of the date of our introduction to you.

2.2 When a person we introduce to you is employed by you or by a third party to whom you have on-referred that person, you must immediately tell us of that fact and give us full details of the remuneration package agreed to with that person.

2.3 All fees are quoted excluding GST. In addition to our fees you must also pay to us the GST payable in respect to the taxable supply at the time payment for the taxable supply is due.

2.4 You must pay to us our fees plus GST within 14 days of the date we provide a taxable invoice to you.

**3 Our Fees:**

3.1 (a) Our fees are calculated as a percentage of the employee's total annual remuneration package and are calculated as either a Contingency Search or Retainer Search in accordance with the following scale:

Total Annual Gross Remuneration	Retained Assignments & Advertised Search/Selection	Contingent Assignments & Contract Buy-outs
\$ 1 to \$ 79,999	16%	18%
\$ 80,000 to \$119,999	19%	21%
\$120,000 to \$179,999	23%	25%
\$180,000 or over	28%	30%

“Total Annual Gross Remuneration” is defined and agreed to include all remuneration on a pro-rated annual basis. This includes base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement or sign-on payments, anticipated commission and bonus earnings calculated as ‘on target earning’ and also non-salary benefits such as provision of a motor vehicle. The value of all non-salary benefits will be reasonably determined by HJB based upon their experience. The appropriate fee percentage is determined by the Total Annual Gross Remuneration and that percentage applies to the entire sum.

- (b) If you engage us on a Retainer Search basis, our fee (as set out above) will be paid by you in three parts. Firstly, the Retainer Fee which is payable on our acceptance of the assignment. Secondly, the Interim Fee payable on our presentation to you of a short list or thirty (30) days after our acceptance of the assignment (whichever is sooner). Finally, the Completion Fee (adjusted for any salary changes) which is payable on the successful candidate accepting an offer of employment from you.
- (c) If you engage us on a Contingency Selection basis, our fee (as set out overleaf) is payable immediately upon the successful candidate starting employment with you for the position.
- (d) HJB reserves the right to vary our fees from time to time and will provide you with written notice of this variation.

3.2 If you want us to arrange specific advertising, medical checks or other special services of a similar nature, in addition to our fees as referred to above, you will pay all costs associated with those services within 14 days of the date we invoice you for those special services whether or not you employ a person introduced by us.

3.3 Advertising accounts are payable within 14 days of the date we, or our appointed agency, invoice you for such and cancellations will be accepted only if given in time to claim a full refund from the press. All related artwork and production charges are payable by you.

3.4 When previously arranged with you, out-of-pocket expenses incurred by Candidates attending interviews on behalf of you are payable by you following your receipt of our invoice.

3.5 Where a Candidate has been submitted to you or is initially rejected by you or initially rejects your offer of employment and is subsequently employed by you in any capacity up to and including 12 months after the initial introduction date, the applicable Contingent Search fee will be payable by you.

- 3.6 Where an offer of employment has been made in writing by you and is subsequently withdrawn by you after acceptance by the Candidate through no fault of the Candidate, the applicable Contingent Search fee will be payable by you.
- 3.7 Where a Candidate supplied by us and introduced by you to a third party whether associated or otherwise is employed by the third party the applicable Contingent Search fee will be payable by you.
- 3.8 No rebate of fees shall be made. However, should the engagement of any Candidate terminate within a period of 13 weeks (including period of notice) from the date of engagement, HJB shall endeavour to seek a replacement Candidate at no extra cost to you provided that:
- (a) the first Candidate leaves of his/her own volition and not due to any redundancy measures; and
  - (b) our invoice has been settled within 14 days of the invoice date.
- 3.9 Where instructions are given by you to us on a Retainer Search basis and you subsequently terminate the instructions, the Retainer Fee and Interim Fee, together with any advertising and other agreed costs will become payable immediately. If, within three months from cancellation, you request us to commence the identical assignment, a credit will be allowed against the initial Retainer Search Fee.
- 3.10 In the event that you hire an additional Candidate submitted within the short list on a Retainer Search assignment, the appropriate Contingency Fee is payable to us.

#### **4 Provision Of Contractors**

- 4.1 HJB can provide Contractors and Temporary staff as required by the Client to provide services in accordance with these Terms and Conditions and the verbal or written job specifications given by the Client for a particular temporary assignment. If an assignment letter is issued for a particular assignment, the provisions of that letter operate in conjunction with these Terms and Conditions. If the assignment letter differs from these Terms of Business, what is in this letter prevails (to the extent of that difference).
- 4.2 The Contract Fee for Contractors and Temporary Employees will be negotiated prior to commencement of each assignment or specific project. The Fee is based on the standard hourly rate, overtime rates, shift penalties and allowances that would be paid to persons who are (or could be) the Client's employees.
- 4.3 HJB may vary the Contract or Temporary Fee at any time without notice in light of the following:
- (a) variations to any award or agreement applicable to persons who are (or could be) the Client's contract or temporary employees, or;
  - (b) any statutory charges, levies, taxes or other payments HJB is lawfully required to make or for which HJB may become liable in respect of providing a Contractor under these Terms of Business.
- 4.4 If the Client would be liable to pay persons who are or could be the Client's employees performing the same work as a HJB Contractor on a public holiday which falls on a day during the period in which a Contractor provides services to a Client, the Client is liable to pay HJB for the Contractor for that day.
- 4.5 The Client must pay the Contractor Fee to HJB according to the number of hours or days as agreed worked by the Contractor for the Client. Invoices are produced weekly based on the actual hours or days worked by the Contractor as evidenced by an authorized timesheet. These hours exclude meal breaks.
- 4.6 Contractors are paid weekly and as such invoices are strictly payable within 7 days of the invoice date.
- 4.7 The Client is responsible for reimbursement of all expenses incurred by a Contractor in performing an assignment. The Client must make all necessary arrangements with the Contractor for authorising and reimbursing expenses.
- 4.8 HJB has the following responsibilities in relation to Contractors (where applicable):
- (a) payment of remuneration;
  - (b) deduction of all appropriate taxation required by the Australian Taxation Office;
  - (c) workers' compensation payments;
  - (d) superannuation guarantee charges; and
  - (e) payroll tax.
- 4.9 The Client has direct supervision and management of the Contractor in the performance of each job for the Client. The Client directly controls the conditions under which the assignment is performed, and the outcome of the Contractor's performance.
- 4.10 The Client is responsible for ensuring the health and safety of the Contractor while the Contractor is providing services to the Client at the Client's premises, and must satisfy all its obligations in relation to the Contractor under applicable occupational health and safety and discrimination legislation. This includes, but is not limited to, the following:
- (a) providing all necessary induction and other training and issuing all necessary policies, procedures and directions;
  - (b) immediately notifying HJB of any occupational health and safety risks or discrimination or harassment issues in connection with the provision of services by the Contractor;

- (c) requiring the Contractor to perform only those tasks that the Contractor is skilled and trained to perform; and
  - (d) immediately notifying HJB if there are any changes in the tasks that the Contractor is assigned to perform for the Client.
- 4.11 The responsibility for protecting the Client's confidential information and intellectual property lies solely with the Client. HJB is not liable for any claim arising from the Client's confidential information and intellectual property.
- 4.12 The Client is responsible for ensuring that the Contractor is adequately covered by any insurance policy held by the Client in respect of the Client's business.
- 4.13 You acknowledge that we are not performing the services required of our employees or independent contractors; but are instead the supplier of our employees and independent contractors, at your request, to perform work that is has requested. From the time that our employees or independent contractors report to you for their duties they are under the care, control and supervision of the client for the duration of the assignment. In these circumstances, you agree we will not be liable to you in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment.
- 4.14 You must also indemnify us against any claim made against us by others as a result of such acts, errors and omissions of the employee.
- 4.15 If the Client wishes to cancel a Contract assignment prior to the scheduled commencement of the assignment, the Client must notify HJB in sufficient time for HJB to advise the Contractor of the cancellation.
- 4.16 The Client shall provide a contractor with 2 weeks notice on any contract up to and including 12 weeks in duration. For any contract beyond 12 weeks, 4 weeks notice will be required.
- 4.17 The Client must pay the Contract fee for all hours worked by the Contractor up to the time that the Contractor leaves the assignment.
- 4.18 The Client must not discuss the Contract fee, or any change to the Contract fee, with a Contractor. These are confidential matters between HJB and the Client.
- 4.19 If a Client (or any Related Entity) makes an offer of permanent employment or engagement to a Contractor who is performing an assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the Contractor accepts, the Client must pay to HJB the applicable Contingent Search permanent placement fee in respect of the Contractor in accordance with these Terms of Business.
- 4.20 If a Client (or any Related Entity) makes an offer of further or different contract assignments to a Contractor who is performing a contract assignment for the Client (or who has performed a contract assignment for the Client during the previous 12 months) which the Contractor accepts, the Client must pay HJB for that assignment in accordance with these Terms of Business.
- 4.21 The fees payable under this clause are due and payable within 7 days of the Contractor commencing employment of the new assignment.

## **5 Candidates:**

- 5.1 Whilst we will exercise reasonable skill and care in the selection of Candidates, we are not liable for any Candidate's negligence, dishonesty, misconduct or lack of skill.
- 5.2 We give no warranty (either expressed or implied) in respect of any Candidate introduced, and accept no liability for any failure of a Candidate to perform or to comply with his/her terms of employment or for any loss, expense, damage or delay howsoever arising from the introduction of the Candidate to you or from his/her engagement by you.
- 5.3 Insofar as we or any Candidate provides details of a Candidate's medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, circumstances in which previous employment terminated, criminal convictions, personal details, ability to work in Australia, visas, work permits, qualifications or education generally, we will have no responsibility and not be liable to you either for ensuring that the details are correct or accurate.
- 5.4 Except as required under the Trade Practices Act we make no representations and give no warranties expressly or impliedly and to the suitability of a Candidate for a particular position. The offer of employment to a Candidate, employment of a Candidate and the consequences thereof following the introduction of that Candidate by you are entirely at your own risk.

5.5 In the event that any details of information supplied by a Candidate or by a third party on behalf of a Candidate including, but without limitation to, past employers or personal referees, are found to be incorrect or misleading, HJB shall have no liability for any loss, damage or cost which may thereby be occasioned.

**6 Illegality and Force Majeure:**

6.1 If any provision or term of these Terms and Conditions or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever such provisions, terms and parts will be deemed to be deleted from these Terms and Conditions provided always that if any such deletion substantially affects or alters the commercial basis of these Terms and Conditions the parties hereto will negotiate in good faith to amend and modify the relevant provisions, terms and parts of these Terms and Conditions as may be necessary or desirable in the circumstances.

6.2 If we are prevented from or delayed in the performance of these Terms and Conditions by an Act of God or by or in consequence of war, riot, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, we shall not thereby be liable to you for any breach of obligation under these Terms and Conditions and time for performance of our obligations, shall be extended accordingly.

**7 Privacy:**

7.1 The HJB Privacy Policy forms part of these Terms and Conditions. You agree to handle all Candidates' personal information in accordance with our privacy policy.

**8 Amendment:**

8.1 These Terms and Conditions may not be amended or supplemented except in writing by a Director of HJB.

**9 Governing Law:**

9.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of the state or territory where the Candidate is to be employed.

\_\_\_\_\_  
Company/Organisation

\_\_\_\_\_  
Signed on behalf of HJB

\_\_\_\_\_  
Name (printed):

\_\_\_\_\_  
Consultant Name (printed):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date Signed:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed: