



E Resourcing Australasia

THE TERMS OF AGREEMENT FOR A PERMANENT / CONTRACT PLACEMENT

**Read these Terms of Agreement carefully as they are binding upon you.
It is our policy to strictly enforce the Terms in the event of any dispute.**

This agreement (hereinafter to be called "the Agreement") is made

BETWEEN: E Resourcing Australasia (hereinafter to be referred to as "ERA")
AND: The Client either employer or recruiter (hereinafter to be called "the Client").

1. ERA is in the business of providing Human Capital, when and as required by the Client's position Brief.
2. ERA will introduce candidates to the Client for appointment by the Client.
3. The Client is responsible for checking a candidate's references relating to his/her qualifications, skills, character and experience and seeing that the legal and medical requirements relating to candidate have been met, including that of obtaining a work permit where necessary. ERA provides an introductory service only, and does not make any checks on candidates, unless asked and agreed prior to commencement of search, neither does it provide any assurances as to a candidate's suitability both technically or otherwise.
4. The said Terms of Agreement will constitute the only contract between ERA and the Client.
5. The said Terms of Agreement can be varied only by written agreement between ERA and the Client.
6. An introduction of a candidate shall be deemed to have taken place when ERA provides to the Client any information relating to a candidate. The agreement comes into effect upon an introduction taking place.
7. If an appointment of a candidate is made by the Client within 24 months of an introduction by ERA. ERA's fees as set out in Clause 12 below, become payable.
8. An appointment takes place whether a candidate is engaged as an employee or non employee basis.
9. An introduction is strictly confidential. If the breach of this Clause by the Client results in the appointment of a candidate by a third party, the Client shall pay the full fee to which ERA would have been entitled if the appointment had been made by the Client. A third party includes, but is not limited to any associated company, subsidiary or other company with which the Client is connected.
10. The Client shall notify ERA immediately an appointment of a candidate is made and provide ERA with a copy of any offer made by the Client to the candidate.
11. ERA's fee is calculated as a percentage of the anticipated first year's total remuneration of a candidate, which means a candidate's taxable gross remuneration including, but not limited to, any guaranteed bonus or commission, car allowance and weighting allowance. The Client shall provide to ERA a full statement of the total remuneration to be received by a candidate.
12. ERA's fees are (exclusive of any applicable taxes etc) :

\$0	to	\$29,999	at	10 %
\$30,000	to	\$49,999	at	12.5 %
\$50,000	to	\$74,999	at	15 %
\$75,000	to	\$99,999	at	17.5 %
\$100 K	to	\$149 K	at	22.5 %
\$150	to	\$249 K	at	25 %
\$250 K	+		at	30 %

ERA's fees become payable on the appointment of a candidate, including any appointment as detailed in Clauses 7,8 and 9 above. An appointment takes place whether or not such appointment is conditional upon the passing of a probationary period.

Success, it all comes down to the Right people!



The Fee does not include advertising. At ERA's discretion a staggered retainer maybe required of 1/3 at Specification, 1/3 at Shortlist and the final 1/3 at Placement.

- 13. An invoice is payable within 14 days of its date of issue. If payment is not duly made within 14 days, the Client shall pay interest on the sum of money due at 2% above the current Commonwealth's Bank Base Rate. If paid within 7 days by cheque or electronic payment, a 1.5 % deduction can be claimed. Please indicate before the invoice period if this is your preferred method of payment.
- 14. The Client shall bear any legal costs incurred by ERA if an invoice is not paid or if it is paid after 14 days have elapsed since it was issued for payment.
- 15. If the appointment of a candidate is terminated within 8 weeks of the commencement of his/her employment with the Client, ERA undertake to locate a replacement candidate at no further charge to the Client, under the search conditions as ERA was originally contracted. Or solely at ERA's discretion, a rebate will be paid by ERA to the Client at the rate of 12½% of the fee charged by ERA for each full week the candidate did not work during the 8 week period, subject to Clause 16 set out below.
- 16. No rebate shall be payable if :-
 - (i) An appointment is rescinded ;
 - (ii) ERA is not notified in writing within 7 days of the termination of the appointment together with the reasons for it;
 - (iii) The fee is not paid to ERA within 14 days of the tendering of the invoice
 - (iv) The cause of termination has no bearing on the candidate's qualifications, capability or conduct;
 - (v) The candidate is made redundant.
 - (vi) The Client refuses for ERA to conduct a replacement search, unless both parties agree otherwise
- 17. Regardless of the said Terms Conditions being signed and returned to ERA or by any other means, if ERA is engaged (verbal, written or electronically) to locate the Candidate, then the said Terms & Conditions will be binding.
- 18. E&OE

If this signed document is returned by fax, please ensure that the company stamp, the authorising signature, and the date appears on both pages.

Signed for and on behalf of ERA

Signed for and on behalf of

BY:

BY:

NAME:

NAME :

TITLE :

TITLE:

Whatever it takes !

Success, it all comes down to the Right people!