



CONNECTING PEOPLE. CRAFTING FUTURES.

Boyd RECRUITMENT

## TERMS OF BUSINESS

These terms and conditions of business are deemed as being accepted by the client on commencement of the recruitment assignment and/or the engagement of any candidate introduced by Boyd Recruitment Pty Ltd.

### 1. General Terms of Business

- 1.1 Boyd Recruitment Pty Ltd agrees to make every reasonable effort to select candidates suited to your needs, but cannot accept responsibility for any loss, expense, or damage, however occasioned, through the introduction and subsequent employment by the client of any candidate.

The client agrees:

- To notify Boyd Recruitment Pty Ltd as soon as possible after a decision to employ is made;
- That any candidate introduced by Boyd Recruitment Pty Ltd, and subsequently employed, either directly or indirectly, by the client within twelve (12) months of the date of introduction, is subject to our standard professional fees;
- To provide accurate job descriptions for all assignments to ensure successful placement of staff;
- That introductions are confidential: the passing of an introduction to another employer, which directly or indirectly results in employment, will result in the standard professional fee being charged to the client;
- That by offering employment to a candidate, the client has interviewed that person to the client's satisfaction.

### 2 Professional Fees

- 2.1 A professional fee is payable by the client for the introduction of a candidate who is offered and accepts employment with the client. This fee is calculated as a percentage of the chosen candidate's first year's total remuneration package (TRP), and is inclusive of a placement guarantee, as detailed below:

Position Remuneration	Professional Fee	Placement Guarantee
Up to \$200,000	14%	3 months
\$200,000 +	To be negotiated separately	

- 2.2 The TRP is the combined dollar value of the base salary, plus any fixed benefits and including superannuation.
- 2.3 Variable or at-risk benefits (such as sales commissions, performance bonuses and/or profit share) do not form part of the remuneration calculation for the purpose of determining the professional fee.
- 2.4 The client agrees that the professional services fee will be calculated on the full-time equivalent TRP, irrespective of the hours per week the candidate is required to work.
- 2.5 Please also be aware that an Administration fee of \$2500 may be charged if an assignment is formally agreed to and then withdrawn partway through the process to cover any work completed to date.



CONNECTING PEOPLE. CRAFTING FUTURES.

Boyd RECRUITMENT

### 3 Placement Guarantee

3.1 A placement guarantee of three (3) months is included with every assignment undertaken by Boyd Recruitment Pty Ltd. Should a candidate employed through our services be dismissed or resign within the guarantee period, for any other reason than retrenchment, restructure, or company relocation, Boyd Recruitment Pty Ltd will replace that person with a candidate to the client's satisfaction.

3.1 The duration of the placement guarantee, which is agreed at the time of assignment confirmation, is only valid on the following basis:

- Full payment of professional fees, advertising costs and other applicable costs is received within agreed payment terms;
- Boyd Recruitment Pty Ltd has sole rights to the replacement; and
- The replacement is based on the original assignment specification.

3.2 Should the client decide not to proceed with the replacement, or if Boyd Recruitment Pty Ltd is unable to provide a suitable replacement within a period of eight (8) weeks of receiving notice of the original candidate leaving, a credit of 70% of the original fee will be issued, the balance of 30% being retained as a service fee.

This credit is valid for a period of twelve (12) months and will be offset against future permanent recruitment assignments during this period.

3.4 No credit will apply where a replacement recruitment exercise is authorized by the client, undertaken, and then not proceeded with.

3.5 There is no guarantee on a replacement appointment.

### 4 Advertising

4.1 Each assignment will be supported by an appropriate advertising campaign, the composition, and costs of which will be agreed between Boyd Recruitment Pty Ltd and the client at the time of assignment confirmation. This applies to both new assignments and to advertising costs incurred in the course of providing a replacement candidate under guarantee.

4.2 Once incurred by Boyd Recruitment Pty Ltd on behalf of the client, advertising expenses are non-refundable and are payable within 7 days from the date of invoice, irrespective of whether a placement is made. If a candidate has been forwarded on the chance of a company looking to hire, then no advertising cost is incurred.

4.3 SEEK, MY CAREER & LINKEDIN is the preferred internet advertising sites. A one-off charge of \$1000 is payable upon assignment, unless agreed upon differently or not required. This amount covers the cost of administering and advertising the roles upon selected job boards.

### 5 Other Expenses

5.1 Any other expenses incurred by Boyd Recruitment Pty Ltd on behalf of the client, including but not necessarily limited to, psychometric assessments, medical assessments, and/or formal background checks will be passed onto the client in addition to the agreed professional fee;



CONNECTING PEOPLE. CRAFTING FUTURES.

*Boyd* RECRUITMENT

**6 Payment Terms**

- 6.1 Payment within **7** days from the date of invoice validates the guarantee period. Invoices will be dated from the candidates' commencement date with the company.
- 6.1 Boyd Recruitment Pty Ltd, at its discretion, reserves the right to refer overdue accounts to a mercantile agency for collection and the client agrees to be responsible for meeting all reasonable costs incurred in the course of collecting the overdue account.

**7 Goods and Services Tax (GST)**

The GST of 10% will be added to our tax invoice.

I have read, understand, and agree to these terms of business.

Signed \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_