

# Dunhill recruitment

the sales recruitment specialists

## Assignment Terms of Service

These Terms of Service accompany the **Dunhill** recruitment Consulting Agreement and apply to any assignment undertaken by any Consultant representing **Dunhill** recruitment Pty Ltd.

### Fees for Service

Our fee for service for all standard recruiting assignments is 10%; regardless of the level of remuneration or the seniority of the position. Any "Non-Standard" assignments undertaken by Dunhill recruitment will be performed at a fee for service to be mutually agreed upon by both Dunhill recruitment and the Client. In both instances, the fee for service for the specific assignment is to be recorded on the Consulting Agreement and the Consulting Agreement authorised by both Dunhill recruitment and the Client.

### Payment Terms

Our standard payment terms for all recruitment assignments, profiling & testing and miscellaneous expenses are 14 days from receipt of invoice. Invoices will be raised on completion of the assignment. Completion of assignment is deemed to have happened after an offer of employment has been made to a "Client chosen" Candidate and Dunhill recruitment has confirmed back to the Client that the Candidate has accepted the position.

### Exclusivity

Due to Dunhill recruitment's highly competitive fee for service of only 10%, we are only able to undertake assignments that are exclusive to us.

### Collection Expenses

You will pay to Dunhill recruitment any commissions, Solicitors' fees, Court costs or other collection expenses paid by Dunhill recruitment to its Mercantile Agent in relation to the collection of monies that are not paid within the terms.

### GST

We may recover from you the prescribed amount of Goods and Services Tax ("GST") which must be applied by us under law. Accordingly the total amount payable by you under this agreement will be the agreed amount plus the applicable GST.

### Replacement Guarantee

In the event that a Candidate placed by us, and employed by you, leaves or is released, for any reason other than retrenchment or company restructure, within the first 3 months from their official start date, we guarantee to replace "that" Candidate with an equally qualified, potentially more suitable, Candidate (for the same position) at no additional charge to you. This Replacement Guarantee applies to "One" replacement Candidate per completed assignment and is subject to all invoices being paid within our standard payment terms; as detailed under "Payment Terms" above.

### Advertising

We will be responsible for organising and managing all aspects of any advertising that you authorise us to proceed with, as detailed on the front of this agreement. In order to provide you with the best possible advertising rates, we DO NOT receive any commissions from our advertising agency or the media companies that they/we place our advertising with. Where appropriate, you will be invoiced directly by our advertising agency and by signing this agreement you agree to their payment terms of 14 days from receipt of invoice.

### Deferred Appointments

Candidates who are introduced to you, by us, and are subsequently appointed by you, within 12 months of the date of introduction, are subject to our standard consulting fees, as detailed under "Fees for Service" above.

### Profiling and Testing

We will be responsible for organising and managing any profiling and testing that you authorise us to proceed with, as detailed on the Consulting Agreement. Where appropriate, you will be invoiced for these services at the same time that you are invoiced for the fee for service and you agree to their payment under the same terms as detailed under "Payment Terms" above.

### Medical Assessments

You are responsible for any medical assessments of any Candidates.

### Limited Liability

We will endeavor at all times to select, qualify and recommend the most appropriate Candidates for your needs, and provide accurate details on their experience and qualifications. However, we accept no personal liability whatsoever arising from the employment of any Candidate.

### Privacy and Confidentiality

We acknowledge and agree that all reasonably sensitive or confidential information, commercial or personal, relating to this assignment, and/or our relationship with your organisation will be kept confidential by us. You acknowledge and agree that all reasonably sensitive or confidential information, commercial or personal, relating to this assignment, and/or your relationship with our organisation will be kept confidential by you.

### Termination

Should you wish to terminate this agreement prior to its completion, for any reason other than official corporate restructure or downsizing, a Termination Fee equal to 1/3 of the approximate fee for service (as detailed on the Consulting Agreement) will be invoiced by us as compensation for work already performed up to the termination date.

### Miscellaneous Expenses

Any miscellaneous expenses authorised by you, including accommodation and travel if appropriate, will be invoiced at cost, by us, directly to you, and will be subject to our standard payment terms as detailed under "Payment Terms" above.

### Amendments to the Standard Terms and Conditions

Any amendments to these Terms of Service will be considered invalid unless approved in writing by a Director of Dunhill recruitment.

Initial: \_\_\_\_\_ Date: / /2006