

TERMS OF BUSINESS- INTRODUCTION OF PERMANENT OR FIXED TERM STAFF

1. **PARTIES:** These Terms and Conditions are between Astbury Marsden & Partners Limited (Astbury Marsden) and / or any subsidiaries or associates or separate names (“we / us / our”), and the Client Employer (“you / your”), and specify the terms upon which we will provide services to you until new Terms and Conditions are notified to you in writing.
2. **ACCEPTANCE OF TERMS AND CONDITIONS:** The interviewing or engagement of a candidate, or the passing to any other person or organisation of personal information pertaining to a candidate introduced to you by us, will be taken as your acceptance of the Terms and Conditions. No variation can be made to these terms without the written consent of a Director or Senior Manager of Astbury Marsden.
3. **ENGAGEMENT OF CANDIDATES:** You must notify us immediately an engagement with you is accepted by a candidate who we have introduced to your organisation. Once you agree to engage a candidate introduced by us for any position within your organisation, even if the introduction is made indirectly, whether as an employee or in any other capacity, within twelve months of the initial interview, you agree to pay us an amount calculated in accordance with the fee schedule below. A candidate introduced indirectly includes anyone introduced by another candidate who had themselves been introduced by us in the previous 12 months.
4. **ONWARD REFERRAL:** Introductions are confidential. Should an introduction result in the engagement of a candidate, to any other division or any related or associated company or firm, or any other employer you will be liable to pay us a fee calculated in accordance with the fee schedule below, as if the candidate had been engaged by you.
5. **SUITABILITY OF CANDIDATES:** We will make every reasonable effort to ensure the suitability of candidates and in so doing provide a high standard of service and integrity, however gives no warranty to such suitability. We do not accept liability for any loss, expense, damage or delay arising in connection with a candidate irrespective of how they are caused. You will need to satisfy yourself that any medical or other qualification has been met by the candidate. The Final recruitment decision rests with you.

6:1 FEE FOR SERVICE: The fee payable to us will be calculated as a percentage of the candidate’s gross equivalent annualised remuneration package which will be taken to include base salary and all other benefits or allowances which represent remuneration in other forms, such as profit share, housing or car allowance, bonuses, pensions, signing on fees or commissions etc. Motor Vehicles provided to staff will be valued at a minimum of \$50,000 per annum or as agreed in the package. Where a placement is part-time, the salary will be equated to the full-time equivalent and the fee shall be charged on that salary. The fee will be calculated as follows:

Packages up to \$1,000,000	25%
Packages greater than \$1,000,000	30%
Executive Search	33%

- 6:2** These fees are to be paid in the following manner:
- i) Retained Assignments/Executive Search- Where the Client has requested an exclusive service to seek candidates.
 - 33% upon acceptance of the assignment (minimum of \$20,000)
 - 33% upon presentation of a short list.
 - The balance remaining upon the successful completion of the assignment.
 - ii) Contingent Assignments- where the Client is seeking candidates but is not necessarily seeking an exclusive approach. These fees are to be invoiced on the commencement date of the candidate. A minimum fee of \$30,000 will apply to any permanent placement. We reserve the right to charge a fee equivalent to one third of the estimated total fee if work is undertaken by us on an assignment that is subsequently withdrawn or cancelled after a short-list of candidates has been presented to you.

6:3 The fees will be invoiced and payable in Hong Kong dollars. Where the remuneration is expressed in a different currency the fee will be based on the Hong Kong dollar equivalent calculated according to the exchange rate published by www.xe.com on the day the invoice is raised.

7:1 REPLACEMENT GUARANTEE: If a candidate you have recruited through us leaves your employ within 12 weeks of the date of commencement, we will endeavour to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid within fourteen (14) days of the date of invoice, and we have been notified in writing within seven (7) days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, change of job description or working conditions. As the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should changes occur in the role originally recruited for. Where a replacement is recruited there will be no guarantee period applicable for such a placement.

7:2 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the candidate, or the use of the candidate, within the period of 12 calendar months from the date of termination a full fee in accordance with paragraph 6.1 above becomes payable (with no entitlement to a refund).

8 ADVERTISING: Where agreed Astbury Marsden will advertise the position(s) in newspapers and magazine and you agree to reimburse Astbury Marsden for the costs as agreed:

9 ADDITIONAL COSTS: You agree to reimburse Astbury Marsden for agreed expenses as incurred during the normal course of an assignment. Exceptional items will be agreed with you prior to invoicing. All expense invoices are payable within seven days of receipt.

SIGNED: _____

NAME: _____

COMPANY: _____

DATE: _____ / _____ / _____