

**TERMS OF BUSINESS – INTRODUCTION OF TEMPORARY STAFF**

- 1 **PARTIES:** These Terms and Conditions are between Astbury Marsden & Partners Ltd and /or any subsidiaries or associates or separate names (“we/us/our”) and the Client Employer (“you/your”) 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 & Partner Ltd.
- 3.1 **PAYMENT OBLIGATIONS:** You agree to pay the monthly/weekly/hourly charge, advised by us at the time of the booking of the assignment. This charge is all inclusive of pay rates and other statutory costs paid by us. Travelling, hotel or any other expenses as may be agreed, will be charged in addition and itemised on the invoice. A minimum charge of four hours per day will apply to each contractor/temporary booking. Any amounts payable to temporaries employed under the provisions and terms of Hong Kong Legislation will be recharged to you.
- 3.2 You agree to verify and sign the Employment Business timesheets each week. Signature or online verification of the timesheets by you constitutes acceptance that the Temporary has worked satisfactorily for the hours indicated on the timesheets. Failure to authorise the timesheets does not alter your liability to pay for hours worked.
- 3.3 All charges will be invoiced as agreed at the time of booking the assignment and invoices are payable upon receipt.
- 4.1 **SUBSEQUENT ENGAGEMENT OF A CONTRACTOR/OR TEMPORARY:** If, within twelve (12) months of the conclusion of an assignment or during the period of assignment/contract, of a contractor/temporary introduced to you by us, you engage that person for a limited or unlimited period, a placement fee will apply to any contractor/temporary introduced to you by us who is engaged by you or any division, related company or associated firm on a permanent, contract/temporary, part-time or consultancy basis. Such a fee will also apply where our temporary employees/contractors are transitioned to another employment agency/business for whatever reason and in whatever manner.
- 4.2 The placement fee is to be paid on the commencement date of the candidate and will be calculated as 25% 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. 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.
- 4.3 Where the amount of annualised commencing remuneration is not readily ascertainable it will be calculated as a multiple of 1800 times the hourly charge (52 times the weekly charge or 12 times calendar month fee) at which the temporary/contractor was last supplier to you.
- 4.4 A minimum fee of \$30,000 will apply to any such placement.
- 4.5 No guarantee applies to such placements
- 5 **ONWARD REFERRAL:** Introductions are confidential. Should you pass on an introduction which results in an 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 above, as if the candidate had been engaged by you. Such a fee will also apply where our temporary employees/contractors are transitioned to another employment agency/business for whatever reason and in whatever manner.
- 6 **SUITABILITY OF CANDIDATES:** Whilst we will make every reasonable effort to ensure the suitability of candidates we do not accept responsibility or liability for any loss, expense, damage or delay arising in connection with a candidate irrespective of how they are caused. You should provide adequate supervision and information to the contractor/temporary employee to ensure the necessary standard of work during the assignment. Once the contractor/temporary employee starts the assignment, the contractor/temporary employee is under your control and direction for the duration of the assignment. All acts, errors or omissions of the contractor/temporary employee, whether wilful or negligent, are your responsibility, as if the contractor/temporary employee was a member of your own staff and you agree to comply with all statutes, by-laws and other legal requirements in relation to the engagement of the contractor/temporary employee to which you are subject in respect of your own staff.
- 7 **GUARANTEE:** Should the performance of a contractor/temporary employee prove not to meet the requirements of the assignment as agreed, we will replace the temporary at no charge for the first four hours on a booking of less than one month, and at no charge for the first day on bookings of one month and over, providing we receive notification within 36 hours of commencement.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_