

Sales Recruitment

Terms & Conditions

- 1 These terms and conditions of business between (1) BMS Sales Recruitment Pty Ltd ("BMS") and (2) the client ("the client" which term includes any related body corporate or associated person or company of the client) are deemed to be accepted by and binding on the client by virtue of any interview or the use or the engagement (which includes the engagement or use whether under a contract of or for services in any capacity at any time) of any applicant ("the applicant") by the client introduced or supplied to the client by BMS ("the engagement").
- 2 An applicant is "introduced" to the client by BMS where BMS:
 - a) makes the client aware of the applicant;
 - b) introduces the applicant to the client;
 - c) provides the client with the applicant's curriculum vitae or other information in relation to the applicant; or
 - d) arranges for the applicant to attend a meeting or interview with the client (whether by telephone or in person).
- 3 The interview by the client of any applicant introduced by BMS shall be deemed acceptance of an agreement to these terms and conditions by the client. The client shall notify BMS immediately if an offer of engagement to an applicant introduced by BMS is accepted.
- 4 The client shall pay an introduction fee ("the fee") when engaging any applicant introduced by BMS to the client. The fee should be calculated as a percentage of the commencement annual salary, including weightings, superannuation, guaranteed bonus and/or commission, provision of a motor vehicle (valued at the value provided by the client or \$15,000, whichever is the greater) and any other taxable emoluments ("the salary").

Salary	Fee
From \$25,000 - \$39,999	15% of salary, plus GST
From \$40,000 - \$64,999	18% of salary, plus GST
From \$65,000 - \$89,999	21% of salary, plus GST
From \$90,000 +	25% of salary, plus GST

Where the client retains the services of an applicant introduced by BMS who is self employed, or otherwise employed under a contract for service, the fee will be calculated in accordance with the above scale on the aggregate of the sums paid by the client to and the benefits received by the applicant, or to whomever the applicant directs.
- 5 In the event that any employee of BMS or its related bodies corporate with whom the client has had personal dealings accepts an engagement with the client within 3 months of leaving the employment of BMS or its related bodies corporate, the client shall be liable to pay an introduction fee of \$25,000 plus GST.
- 6 The fee shall be payable by the client within 14 days of BMS' invoice date. The rebate scheme outlined in paragraph 13 will be invalid if the invoice for the fee is not settled in 14 days. BMS reserves the right to charge interest at the flat rate of 2% per month on unpaid invoices from the due date.
- 7 The fee becomes payable immediately upon the offer of engagement being accepted by the applicant regardless of when the applicant commences work or when an invoice is delivered to the client. The client agrees to pay BMS the fee based upon the salary actually paid during the applicant's first twelve months of employment if in excess of the anticipated salary. Where the amount of the actual salary is not known BMS will charge a fee calculated in accordance with clause 4 on a level of salary applicable for the position in which the applicant has been engaged, which amount will be determined solely by BMS with regard to any information supplied to BMS by the client and/or comparable positions in the market generally for such positions.
- 8 The introduction of applicants to the client by BMS, and all information relating to applicants introduced to the client by BMS, are confidential. If the client passes such introduction or any information concerning the applicant to any other party, the client will pay the fee set out above without refund where the passing of such introduction or information leads to an engagement of the applicant by that third party within 6 months of such introduction in any capacity and whether under contract of or for services.
- 9 In the event that an applicant introduced to a client by BMS is rejected by the client or the applicant rejects an offer of engagement made by the client and is subsequently engaged by the client within twelve months, whether under contract of or for services, then the client will be liable for the fee set out in clause 4 without refund.
- 10 The client shall satisfy itself as to the suitability of the applicant and take up any references provided by the applicant to it or BMS before engaging such applicant. The client is responsible for obtaining work permits, visas and/or such other permissions to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any applicant and satisfying any medical and other requirements, qualifications or permission required by the law of the country in which the applicant is engaged to work.
- 11 Once the introduction by BMS has been made, and an applicant has accepted the engagement the fee shall be payable by the client in accordance with these terms whether or not the applicant was already known to the client prior to the introduction.
- 12 The engagement of the applicant by the client, whether or not in accordance with the terms of the original specification given by the client shall render the fee payable by the client provided the engagement was as a result of the introduction by BMS.
- 13 In the event of any applicant terminating and/or the client lawfully terminating the engagement (save where as a result of the applicant being made redundant by the client in which case the fee or any part thereof will not be refundable) within a period of eight weeks from the date upon which such applicant commenced work for the client and provided that:
 - a) The client notifies BMS in writing of the termination of engagement within 10 calendar days thereafter;
 - b) The client or any related body corporate or associated company of the client shall not engage the applicant within 12 months from the date of the termination of the engagement;
 - c) The full introduction fee payable under clause 4 above has been charged; and
 - d) The account has been settled within the time specified in these terms;

Then the client shall receive a rebate calculated in accordance with the scales set out below:

Period of Employment	Percentage of Credit
Up to 4 weeks	Full rebate of Fee
Up to 6 weeks	25% rebate of Fee
Up to 8 weeks	10% rebate of Fee
- 14 After the applicant has been employed by the client for any period exceeding 8 weeks no request for credit will be considered by BMS.
- 15 To the full extent permitted by law, BMS shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the client arising from or in any way connected with BMS seeking an applicant for the client or from the introduction to or engagement of any applicant by the client or from the failure of BMS to introduce any applicant. For the avoidance of doubt, BMS does not exclude liability for death and personal injury arising from its own negligence.
- 16 These terms and conditions shall govern the agreement made by the parties hereto to the exclusion of any other terms and conditions and shall not be varied in any way except by express agreement in writing by the parties.
- 17 This agreement shall be governed by the laws of Australia and subject to the jurisdiction of the courts in New South Wales.