



WESTBURY PARTNERS

BOUTIQUE EXECUTIVE SEARCH

Terms and Conditions of Business are between Westbury Partners (hereinafter called the COMPANY) and the employer (hereinafter called the CLIENT) and are deemed to be accepted by the Client when accepting details of personnel, viewing personnel or the engagement (which term includes employment or use, whether under contract of service or for services) of an applicant howsoever introduced by the company.

Permanent / Fixed Term Placements

The fee payable to the Company by the Client for the introduction of a candidate is calculated on the annual remuneration package, including base salary, employer superannuation contributions (including compulsory contribution), allowances, inducement payments and guaranteed bonus payments. The value of non-salary benefits will be taken into account and agreed between the Company and the Client.

Scale of fee:

Annual Remuneration	\$0 - \$100,000	\$100,001 - \$140,000	\$140,001 +
Retained	18 %	20 %	22 %
Exclusive	22 %	24 %	26 %
Contingent	25 %	27.5 %	30 %

Contractors / Managed Service Agreements

Contract Rate 25% Margin.

Contractor engagement is subject to separate contract agreement.

Following commencement of a contract assignment or within 12 months following the end of an assignment, if the contractor is then engaged in a permanent employment capacity by the Client or any other person or body to whom the Client has introduced the contractor, the client shall pay the Company a Contract Buyout fee of 25% of the annualized gross starting salary.

Where a Contractor is engaged on a nonpermanent basis for a specified fixed period (Fixed Term Placement) where the Client takes responsibility for the Contractor including payroll and legislative requirements the fee will be calculated on a pro rata basis over a 12 month period.

In respect of the fee payable for Permanent, Fixed Term Placements and Buyout assignments an invoice will be submitted on signed contract by the applicant. The Client agrees to make payment within fourteen (14) days of receipt of the invoice and should be aware that late payment fees apply for delayed invoices.

General Terms and Conditions

1. The Company endeavors to ensure the suitability of any applicant introduced to the Client. The Client shall notwithstanding satisfy himself/herself as to the suitability of any applicant and shall take up any reference provided by any applicant and/or the Company before engaging such applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any applicant, and satisfy any medical and other requirements or qualifications required by law.
2. Introductions are confidential and should not be passed on without the Company's written permission. The passing of an introduction to another employer which results in engagement renders the Client liable to payment of the Company's fee as set out in Scale of Fees.
3. In the event that the candidate introduced by the Company is either rejected or the Client defers a hiring decision, and the Candidate is subsequently engaged by the Client or related entity within 12 months of initial introduction the Client shall pay the Company as set out in Scale of Fees.
4. An introduction fee calculated in accordance with Scale of Fees or these terms will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Company, even though the introduction may be made indirectly.
5. Once the Candidate's employment commences with the Client the Candidate becomes an employee, and therefore the Client takes sole responsibility. The Company has no liability or obligations in respect of the employee.
6. The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Company seeking an applicant for the Client or the introduction by the Company to the Client of any applicant or the engagement of any applicant by the Client save for the following paragraph.
7. All fees payable under these terms of business are exclusive of GST. GST will be added to the fee at the prevailing rate unless it is assessed to be GST exempt.
8. In Australia trading as Westbury Partners Pty Ltd (Company Number 608 030 306)
9. In Singapore, trading as Westbury Partners Pte Ltd (Company Registration Number :201727700C EA License : 17S8969)
10. In Australia, the Client agrees to comply with the terms of the Privacy Laws as set out in the Privacy Act 1988 including the Privacy Amendment (Private Sector) Act 2000
11. In Singapore, the Client agrees to comply with the terms of the Personal Data Protection Act 2012
12. No variation can be made to these terms without the written consent of a director of the company.
13. Exclusivity must be agreed at the commencement of the assignment, and is for the duration of 4-6 weeks and comes with a 1/3 of proposed fee on engagement with remaining 2/3 on successful placement.
14. Retained assignment are invoiced with 1/3 fee on engagement, 1/3 fee on Delivery of shortlist and final 1/3 of fee on successful placement.
15. Overdue invoices will accrue a late payment charge of 10% per calendar month.



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