



Client Agreement – Preferred Clients

Hospitality Recruitment Solutions (ABN 24 504 028 966) aims to provide affordable recruitment solutions to the hospitality industry. Our fee structure is simplistic and the most competitive in the current marketplace. Our fees are based on the proposed remuneration for the candidate's position. This includes total annual salary and superannuation as well as specific package inclusions such as provided accommodation/meals and provision for motor vehicle and any performance based incentives - OTE etc (If applicable). Where it is not stated a fully maintained vehicle will be packaged at \$15,000 p.a.

Our fees aim to offer on-going cost effective recruitment solutions to clients and we request that we be given the opportunity to present candidates for any available positions as they become available. We provide a recruitment solution as a service to outsource the costly labour intensive task of recruiting in-house allowing business owners and managers the time and resources to focus on their core business. Essentially we only work on exclusive roles to ensure that the clients we are working have our time and resources to work on their needs as a priority, and the fee structure is up to 50% more cost effective over other agencies. The details are listed below.

Our exclusive client fee structure is:

A flat fee of 7% of total annual remuneration plus GST is extended when you engage HRS solely on an exclusive basis, (Meaning you engage us to fill your role and exclude all other forms of recruitment including other agencies and in-house recruitment) for a minimum 4 weeks or until the assignment is successfully completed through HRS. Placement fees include general on-line advertising and database searches, screening and short listing. Specific advertising, travel and related costs are the responsibility of the client and will not be incurred without prior agreement. Any advertising outside of the above must be agreed and paid on the commencement of work as an additional cost. There is a minimum fee payable of 30% of the proposed fee should an exclusive assignment be cancelled by the client. Note that our minimum placement fee is \$2000.00 + GST.

For exclusive casual line staff placements please contact us regarding your position and needs. Note there is a 30 day guarantee offered on these placements. Casual placements are set at a flat fee of \$1000.00 + GST.

Payment terms:

Hospitality Recruitment Solutions is to be contacted upon the appointment of a referred candidate. Upon commencement of the candidate the invoice for the placement fee is to be paid strictly within 14 days. Non-payment within these terms will result in interest charges and debt recovery costs and cancellation of the candidate guarantee.

Replacement guarantee:

In the event that the candidate supplied by Hospitality Recruitment Solutions proves unsatisfactory to you within a period of 60 days from commencement, we agree to provide a replacement at no charge for the same position.

This service is only valid provided:

1. Payment terms have been completed as per above terms
2. The candidate has not been made redundant
3. The candidate has not been transferred within the company to another position
4. The replacement is not advertised through any other sources i.e. another agency
5. The candidate referred is not under a casual placement fee

Note this guarantee is based on the performance of the candidate to fulfil the role they are hired for. HRS cannot assume responsibility for on-boarding, internal communication/policies or an employer's retention focus.

If the replacement is not required for any reason the original is not refundable and cannot be used as credit for future positions.

Note that any replacements provided are one off replacement and voids any further guarantee period.

General conditions:

Making an offer - all offers of employment should be coordinated through HRS. The relevant HR team member should detail:

- Employment status (Full Time/Contract)
- Salary/Fringe Benefits
- Start Date

HRS will contact the candidate and make the offer. Once accepted the property will draft a contract and forward to HRS which will be forwarded to the candidate. A signed copy of the contract will be returned as soon as practicable to the property.

Privacy – Hospitality Recruitment Solutions is bound by the Privacy Act 1988 and meets all obligations in relation to collection, use and access of personal information held in relation to candidates. All details on both clients and candidates are kept confidential and are appropriately used to assist in the recruitment process under instruction.

All introductions of candidates are confidential, the passing of information to third parties, which results in the appointment of any referred candidate, shall render the client liable for the placement fee.

Indemnity – The client agrees to indemnify and keep Hospitality Recruitment Solutions indemnified against any and all actions, claims, demands, damages, liabilities and costs or expenses arising from out of or in respect of the company’s management of the placement and the introduction/appointment of a candidate by the client, provided the company acts responsibly in fulfilling its obligations pursuant to this agreement.

Any candidates referred to the client either verbally or in writing will remain a candidate of Hospitality Recruitment Solutions for a period of 6 months from the date of the initial introduction. Should any candidate be employed at a later date in any position in any type of employment with the clients company the fee for placement becomes due and payable by the client.

Hospitality Recruitment Solutions does not take any responsibility for the accuracy of information supplied by candidates or from references obtained by candidate’s previous employers. We request that the client complete any necessary verification of candidate’s skills, employment history, personal conduct, professional qualifications, medical certificate’s, criminal background checks or work permits. Hospitality Recruitment Solutions its agents or its employees accept no liability whatsoever for any loss or damage caused to the client by the introduction and employment of any candidate. Hospitality Recruitment Solutions will not be bound by any trial periods for the purpose of delaying invoicing and will not accept ‘trial salaries’ as a basis for invoice on any candidates.

Contacting/interviewing or employing a referred candidate from Hospitality Recruitment Solutions will constitute acceptance of the above terms and conditions if written acceptance has not been received for any reason.

Any variations of these terms are not valid unless expressed in writing by Hospitality Recruitment Solutions. These terms are effective from 1st May 2014 and are subject to change without notice.

Completion below guarantees authorised acceptance of the above terms of business:

Name: _____

Position: _____

Company Name: _____

Company ACN/ABN: _____

Date: _____

Signed: _____