



## TERMS OF BUSINESS

### INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY CLIENTS

Between **Middleton & Associates Pty Ltd (M&A)** of  
Level 10, 61-63 market Street, Sydney, NSW 2000

And Employer Client ("**Client**").

These terms and conditions are deemed to be accepted by the Client upon the introduction (including interview) or engagement of an applicant introduced by M&A to the Client.

"Engagement" shall include employment or use whether under a contract of service or for services, or under an agency or license or franchise or partnership agreement.

1. The Client agrees to notify M&A immediately an engagement is accepted and to pay the Fee of the Company plus GST, within 7 days of the date of invoice.
2. The Fee payable by the Client is calculated as the following percentage where Total Compensation is:  
    \$0-\$150,000 20%  
    \$150,000 + 25%

Total Compensation shall include the gross remuneration to be paid to the applicant for the first 12 months of employment including all salary, payments, superannuation, car allowance and other taxable emoluments payable to or receivable by the applicant for services rendered to or on behalf of the Client.

3. A minimum fee of \$5,000 will apply in relation to clause 2 and should an employee be provided with a company car an additional fee of \$3,000 will apply.
4. If payment of any invoice is not made within the 7 day period, the Client shall pay in addition to the Fee, interest calculated at a rate of 4% above the standard variable bank interest rate of the National Australia Bank at the relevant time.
5. Should the relevant employment terminate before the expiry of 8 weeks, a credit note valid for 12 months against subsequent permanent placements will be issued. The credit note will be calculated at a rate of 12.5% of the total fee for each complete week not actually worked (and not exceeding 8 weeks) provided that the Client notifies M&A within 7 days of termination of employment and has paid the Fee to M&A within 7 days of the date of invoice. No credit note will be issued if the Client makes the applicant redundant. No rebates or guarantee periods are given for invoices paid or settled either in full or partially with credit notes.



6. If after the offer of engagement (“offer”), or after offer and acceptance by the applicant, the Client decides not to proceed with the appointment of the applicant, the Client shall pay to M&A the fee as set out in Clause 2 based on the offer.

Should the Client or any subsidiary or any associated company of the Client subsequently re-engage the applicant within 12 calendar months from the date of withdrawal of the offer or termination, the full Fee is payable by the Client to M&A and no credit note will be given.

7. The Client agrees that introductions are confidential. If the Client passes on an introduction to another employer resulting in the engagement of the applicant, then the Client is liable to pay the Fee.
8. Indirect introductions of the applicant to the Client will also entitle M&A to the Fee. This may include without limitation, the introduction or Engagement of any member of M&A’s own staff.
9. The Client agrees that in consideration of the confidential introductions to prospective applicants, the Client shall not make an offer of Engagement or enter into any direct communications with the applicant without the prior written approval of M&A. Even if the Client is introduced by another party to the applicant subsequent to the introduction from M&A, it shall be liable to pay to M&A the Fee.
10. M&A shall use reasonable endeavors to ensure the suitability of the applicant introduced to the Candidate, however the Client shall satisfy itself of the suitability of the Client prior to engagement, and shall be responsible for attending to checking any references provided.
11. The Client shall be responsible for obtaining work and other permits, arranging any medical examinations or investigations or any other qualifications required by law.
12. M&A 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 M&A seeking an applicant for the Client or the introduction of any applicant or the engagement of any applicant by the Client.
13. Any changes to these Terms of Business shall only take effect if authorised in writing by a Director or Senior Manager of M&A.