

## Boston Kennedy - Terms of Business

All business undertaken for the Client on behalf of Boston Kennedy is subject to the terms and conditions of business hereinafter set out and shall be incorporated or implied in any agreement between Boston Kennedy and the Client. The Client's written and/or verbal agreement to proceed with a placement constitutes acceptance of the said terms and conditions. In the event that there are no written instructions to proceed with the placement the Client will be deemed to have accepted these terms and conditions by continuing to engage the services of Boston Kennedy.

### Fees – Permanent Placements

Our fee for a permanent appointment is calculated on the Total Employment Cost at commencement and the fee is negotiated with a representative of Boston Kennedy before proceeding with the assignment. The rate is dependant on the type of recruitment that is performed and is quoted in Australian Dollars exclusive of GST. Different methodologies are used by Boston Kennedy in the recruitment process and will incur different fee structures which both the Client and a Boston Kennedy representative will sign off on.

### Fees – Temporary Placements

Our fee for a temporary appointment is calculated on an hourly basis and is negotiated with a representative of Boston Kennedy before proceeding with the assignment.

### Terms of Referral

A candidate referred to a client by Boston Kennedy remains a candidate for a period of 12 months from the date of the first introduction.

The Client will be responsible for the agreed fee should they or any related company, person or association engage or hire, in whatever capacity, any candidate introduced to them within 12 months of the initial introduction date.

### Replacement Guarantee

Boston Kennedy provides a standard replacement guarantee for a permanent candidate who leaves within 3 months from the date of commencement provided that:

- The Client notifies Boston Kennedy in writing of the termination within 14 days thereof,
- The fee has been paid in accordance with our normal trading terms ie 14 days from invoice date,
- Boston Kennedy is given the exclusive opportunity to find a replacement.

The guarantee will not apply if there are circumstances beyond the control of Boston Kennedy such as death or permanent disability, internal restructure, retrenchment or a fundamental change in the candidate's position description due to circumstances beyond their control.

### Payment Terms – Permanent Placements

Payment Terms are 14 Days from Invoice Date (unless otherwise discussed and agreed to in writing) for Permanent Placements. If these terms are not adhered to our replacement guarantee will not be valid.

### Payment Terms – Temporary Placements

Payment Terms are 7 Days from Invoice Date (unless otherwise discussed and agreed to in writing) for all temporary assignments.

### Cancellation of Assignment

If the Client cancels an assignment with Boston Kennedy part way through the process a fee consistent with work performed up to that stage will be due and payable.

The Terms and Conditions above apply from 1 January 2009 and are valid for all business undertaken by Boston Kennedy unless prior agreement is given in writing by the Managing Director of Boston Kennedy.