

## TERMS OF BUSINESS FOR PERMANENT PLACEMENTS

MONTHLY SALARY	CONSULTANCY FEE	GUARANTEE PERIOD
HKD15,000 or Below	100% of ONE Month's Salary	One Month
HKD15,001 - HKD23,000	120% of ONE Month's Salary	One Month
HKD23,001 - HKD32,000	150% of ONE Month's Salary	Two Months
HKD32,001 or Above	180% of ONE Month's Salary	Three Months

\*Salary = Total cash remuneration, Includes all cash allowances & guarantee commission.

In these terms, - "The Candidate" means the individual introduced to the Client by the Consultancy; "The Client" means the person, firm or corporate body requiring the services of the Candidate; - "The Consultancy" means Bamboos Professional Nursing Services Limited.

### Terms & Conditions

- All candidates are introduced in a confidential basis & under the Privacy Ordinance. In the event of the confidential information of our candidate/s are passed into other party or parties, by you, your employees or other agents and resulting an employment of the candidate/s, it is hereby agreed that HKD 30,000 (full consultancy fee and administration fee inclusive) or the FULL consultancy fee whichever is higher, shall be chargeable on you as there is an or are employments made.
- Where any Candidate introduced by the Consultancy to the Client is already known to the Client as a result of CV introduction through another consultancy within 6 months, before the Candidate was first introduced by the Consultancy to the Client, the Client shall notify the Consultancy within 5 working days from the Introduction, failing which the Client will be liable to pay the full consultancy fee in the event of its engagement of that Candidate within 12 months of the Introduction. There is no entitlement to any replacement or refund in any of these circumstances.
- The client or any subsidiaries and associated companies interviewing any Candidate/s that provided by the Consultancy shall be deemed as an acceptance of our terms of business.
- Consultancy fee due on the date that the successful candidate reports for duty. Consultancy fee has to be settled within 2 weeks after Reported Duty. There will be additional 2% administration fee applied on overdue amount per month after the settlement date. The Consultancy may assign to a third party the right to render invoices and receive payment.
- The Consultancy shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client as a result of the negligence, dishonesty or misconduct of the Candidate or arising from, or connected with, the Engagement of a Candidate or the failure to introduce a suitable Candidate, unless it is caused directly by the negligence or willful default of the Consultancy.
- The Consultancy shall exercise care and due diligence in the selection of all Candidates and shall use the best efforts to ensure the suitability of a Candidate and to maintain a high standard of service and integrity but gives no warranty as to such suitability. The Consultancy shall be responsible for establishing any references (including the confirmation of any professional or academic qualifications) and validating other information provided by the Candidate such as his/her work history. Clients should familiarise themselves with all relevant legislation regarding employment of Candidates, as the Consultancy cannot accept responsibility for any loss or expense incurred due to any such legislation or as a result of any infringement.
- Guarantee Period:  
In the event of the Engagement of any Candidate terminating within the guarantee period from the date of commencement, the Consultancy shall find a replacement at no extra cost to the Client provided that:
  - the termination by either party is not for redundancy or significant change in job duties or any reason related to economic considerations ( ie. downsizing or re-organisation) and is otherwise lawful and in accordance with any applicable code of practice or the Candidate leaves of his or her own volition;
  - the Client notifies the Consultancy in writing within seven (7) days of termination;
  - all monies due from the Client have been paid in accordance with these Terms.
  - In no circumstances will cash refunds be provided and the replacement service is not transferable to other vacancies

In these circumstances, consultancy fee will be charged as following alternatives:

- The Consultancy will try our best effort to offer your company one replacement (within the guarantee period) in the same position provided that the agency fee for the initial placement has to be settled in advance (50% of the agency fee will be refunded if no replacement can be offered).
- 50% of the agency fee for the initial placement will be charged without providing replacement.

(Guarantee period starts from the first candidate 1<sup>st</sup> day of the reported duty date and include non-working days from the commencement date of employment . )

- No variation to these Terms can be made without the written consent of a Director of the Consultancy and an authorised representative of the client.
- These terms shall be governed by and construed in accordance with Hong Kong SAR law and shall be subject to the non-exclusive jurisdiction of the Hong Kong SAR courts.

**I have read & understood the above Terms and Conditions, which will apply to the professional service provided by Bamboos Professional Nursing Services Limited for the Search and Selection of permanent staff for our company.**

Company Name & Chop: \_\_\_\_\_ Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_

Contact tel no: \_\_\_\_\_ (Off) \_\_\_\_\_ (Mobile) E-mail: \_\_\_\_\_ Date: \_\_\_\_\_