

Recruitment Services Agreement

This Recruitment Services Agreement ("Agreement") is entered into between:

Recruiter:

Dux Recruitment

ABN: 67 980 059 545

Email: jade@duxrecruitment.com.au

Client:

[Company Name]

[Company Address]

Effective Date: [Insert Date]

1. Services

The Recruiter agrees to provide recruitment and candidate sourcing services for the Client, including but not limited to:

- Candidate sourcing
- Candidate screening and qualification
- Presentation of suitable candidates
- Coordination of interviews
- Recruitment advisory during the hiring process

The Recruiter acts as an independent contractor and not as an employee, partner, or agent of the Client.

3. Payment Terms

Invoices are payable within [7–14] days of the candidate's employment start date, unless otherwise agreed in writing.

Late payments may incur interest of 1.5% per month on the outstanding balance.

The Client agrees to be responsible for any reasonable debt recovery costs incurred in collecting overdue payments.

2. Fee Structure

Permanent Placement Fee:

The Client agrees to pay the Recruiter a recruitment fee equal to [Insert %] of the candidate's total first-year base salary (excluding superannuation, bonuses, or commissions).

Engagement Fee

An upfront engagement fee of \$1,000 is payable upon commencement of the recruitment search. This fee will be credited towards the total permanent placement fee.

The engagement fee becomes non-refundable once recruitment work has commenced, as it covers the initial time and resources invested in the search, subject to any applicable legal obligations.

Placement Fee Payment Terms

The remaining balance of the permanent placement fee, less the engagement fee already paid, becomes payable when the successful candidate accepts an offer of employment with the Client and commences employment.

All fees are exclusive of GST, where applicable.

4. Candidate Introduction Definition

- A candidate is considered introduced by the Recruiter if the Recruiter submits their resume or profile, discloses identifying details, or arranges an introduction or interview, via email, messaging platform, applicant tracking system, phone or verbal communication.

5. Candidate Ownership

If a candidate introduced by the Recruiter is employed or engaged by the Client within twelve (12) months of the introduction, the agreed recruitment fee will be payable.

This applies even if:

- The candidate is hired for a different role
- The candidate is hired on a contract, temporary, or part-time basis
- The candidate is hired through a subsidiary, parent company, related entity, or associated business of the Client

7. Non-Circumvention

The Client agrees not to directly or indirectly circumvent the Recruiter by approaching, hiring, or engaging a candidate introduced by the Recruiter outside of this Agreement.

The Client must not share candidate details with any third party without prior written consent from the Recruiter.

9. Client Responsibilities

The Client agrees to:

- Provide accurate job descriptions and salary ranges
- Conduct interviews and provide feedback in a timely manner
- Notify the Recruiter immediately if a candidate introduced by the Recruiter is hired
- Use candidate information solely for evaluating employment opportunities

11. Independent Contractor Status

The Recruiter operates as an independent contractor and is responsible for all taxes, insurance, and statutory obligations relating to their business.

14. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of Queensland, Australia.

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and any courts competent to hear appeals from those courts.

6. Interview Ownership Clause

If a candidate introduced by the Recruiter participates in an interview with the Client, the candidate will be deemed introduced and owned by the Recruiter for a period of 12 months, regardless of whether the candidate later applies directly to the Client.

8. Replacement Guarantee (Optional)

If a placed candidate voluntarily resigns or is terminated for performance reasons within [30 / 60 / 90] days of commencing employment, the Recruiter will provide one replacement candidate at no additional recruitment fee.

This guarantee only applies where:

- The original invoice has been paid in full
- The candidate did not leave due to redundancy, restructuring, or role change

10. Confidentiality

Both parties agree to keep confidential any sensitive or proprietary information shared during the recruitment process, including:

- Candidate information
- Business operations
- Hiring strategies

Candidate information must only be used for the purpose of evaluating employment suitability.

12. Termination

Either party may terminate this Agreement with fourteen (14) days written notice.

However, all candidate introductions made prior to termination remain subject to the terms of this Agreement.

Acceptance

By signing below, both parties agree to the terms of this Agreement.

Recruiter

Name:

Signature:

Date:

Client

Name:

Signature:

Date: