

# The *right* **IT People**

## Recruiting Services Agreement



**You need the right people | We get the right result**



## Recruiting Services Agreement

This Agreement is made as of [enter date] between Augmentis Recruitment, a division of Augmentis (Thailand) Ltd. and [Company\_Name] (the “Company”) whereas Augmentis Recruitment will source, recruit, review and present potential employees to the Company.

### Placement Fee

Our fees are calculated as 22% of the employee’s annual remuneration package including guaranteed bonuses (charges are based on a twelve-month based salary) and other cash benefits such as housing, guaranteed/projected commission and allowances. Our fee becomes due on execution of the candidate’s employment contract and we request that the amount due is paid within 7 days of receipt of our invoice. Our fees are exclusive of VAT, which will be charged at the prevailing rate.

### Service Guarantee

We offer a four month guarantee in respect of our placed candidates, based on the maximum length probation period allowed under Thai law (119 days). If one of our candidates leaves your company for any reason (other than as a result of layoff, reduction in workforce, change in corporate ownership, or breach of employment agreement, conditions, change in location or job content) within four months of commencing their job, we will repeat our search at no extra cost to you.

### Timing

Our initial search and identification of prospective candidates is usually completed within one to three weeks. Our screening/interview process, leading to the presentation of a candidate short list, is also usually completed within one to three weeks. As such, most searches are completed within two to six weeks. Final selection however, is dependent on both the clients and the candidate’s availability for interview and the client’s internal decision-making process. We will however, at the outset of each assignment provide an estimated time frame for completion.

### Confidentiality

All searches carried out by Augmentis Recruitment are performed according to the highest standards of professionalism and confidentiality. Confidential information divulged to us, in many cases is vital to our ability to locate the best possible candidate; we respect this information and conversely request that you treat any candidate or general information provided by us with the same level of confidentiality.

### Payment of Fees

[Company\_name] must pay to us the fees for recruitment services plus any Business Tax within seven (7) days from date of the Applicant signing the employment contract with the Company, or from the date of the candidate joining the company, whichever is first.



## Terms and Conditions

- a) Any candidates presented to you, whether verbally or in writing, will be classed as an Augmentis Recruitment candidate for twelve (12) months from the date of introduction. If such a candidate is hired by you within this time frame, our professional fees will immediately become due.
- b) In accepting these terms we request that you notify us immediately should you accept one of our candidates. c) Though we conduct thorough candidate background checks, it is the client's ultimate responsibility to verify the candidate's suitability for a position. As such, Augmentis Recruitment cannot be held liable for any loss or damages which the client may suffer as a result of the introduction of a candidate to your company unless it is caused by Augmentis Recruitment's fault or negligence.
- d) Service guarantee: If for any reason we need to source a replacement candidate future search will be provided free of charge for that specific candidate replacement. We reserve the right to cancel the service guarantee if our invoice has not been settled in full within 15 days of receipt of our invoice.
- e) These Terms and Conditions of Business shall be deemed to be effective upon execution by both parties and shall be valid until terminated pursuant to the provisions hereof.
- f) Either party may at its sole discretion without assigning any reason or without incurring any liability whatsoever to the other party, terminate these Terms and Conditions after giving one (1) month's written notice.
- g) No variation can be made to these Terms and Conditions without the mutual written agreement of Augmentis Recruitment and the Client.
- h) These Terms and Conditions of Business constitute the entire agreement between the parties with respect to the subject matter and supersede any other Terms and all previous oral and written agreements, understandings and communications of the Parties in respect of the subject matter. There are no initial charges for our services. Charges are incurred when [Company\_Name] extends an offer of employment including salary and start-date to a referred candidate and the candidate accepts the terms and reports to work. Augmentis will be invoice upon the employee's acceptance. This Agreement constitutes the entire agreement between [Company\_Name] and Augmentis with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, with respect to such subject matter. This Agreement shall be governed by and construed and enforces in accordance with the laws of Thailand, excluding its principles of conflicts of law.

### **Augmentis (Thailand) Limited**

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T: +669 3516 9997 W: [www.augmentis.biz](http://www.augmentis.biz)



### Acknowledgement and Acceptance

I have read the attached letter and standard Terms and Conditions, and accept the proposal for Recruitment Services by Augmentis Recruitment, a division of Augmentis (Thailand) Limited.

Accepted by:

\_\_\_\_\_

(Signature)

Name in Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_