



Gemini Personnel Limited

## Fee Schedule and Terms & Conditions For Permanent Appointments (Effective December 2008)

When you agree to interview a candidate referred by Gemini Personnel Ltd (“Gemini”), you are acknowledging that you have read and accepted in full our fee schedule and our terms & conditions, and unless otherwise agreed by Gemini in writing in advance, you agree to abide by these terms & conditions and to make payment in accordance with our fee schedule.

**Fee Schedule:** Fees will be billed in Hong Kong Dollars at the exchange rate prevailing on the date the candidate commences employment, and as quoted by HSBC at 9:00 a.m. Hong Kong time.

Annual Remuneration Package	% Annual Remuneration	Guarantee Period
• Below HK\$99,999	10%	One month
• HK\$100,000- HK\$199,999	12%	Two months
• HK\$200,000- HK\$299,999	15%	Two months
• HK\$300,000- HK\$399,999	18%	Two months
• Above HK\$400,000	Our executive fees and terms and conditions will apply	
<b>For China recruitment our PRC fee schedule will apply. All China recruitment assignments require retainer fees. Separate fee schedules and terms and conditions apply to executive and temporary placements.</b>		

Fees are expressed and calculated as a percentage of the first year's total annual remuneration package. The **annual remuneration package** will include the basic salary and all other benefits reasonably estimated to be paid (including bonus, commissions, housing or other allowances).

### 1. Gemini Service

A Gemini consultant will contact you promptly to advise you of the availability of potential candidates for your position. Our consultants will monitor the new employee's progress, and be available to offer the client advice or assistance to ensure the employee is settling in. Whilst at Gemini we endeavour to select candidates who are suitable for your needs it is recognised that our client has full responsibility for ongoing supervision and direction, therefore we cannot be liable for any loss or damage, or other costs irrespective of how they are caused, which may be suffered in connection with the introduction of the candidate to your company.

### 2. Confidentiality

Gemini shall retain in strictest confidence, and shall not use for the benefit of itself or others, except for you or candidates, all confidential matters known to Gemini relating to the business and operations of your company learned by Gemini formerly or hereafter, and shall not disclose them to

anyone except to candidates or upon your express prior written consent. Gemini shall take reasonable steps to ensure that all of its employees shall be bound and shall respect this duty of confidentiality. This duty of confidentiality shall **not** apply if Gemini can reasonably demonstrate that such confidential matters have entered into the public domain.

### **3. Candidate Information**

You shall retain in strictest confidence all information provided to you regarding candidates referred to you by Gemini, and shall use such information only for the purpose of evaluating and hiring such candidates. You will not, without the express written consent of Gemini, refer such information to any third party (company, organization, person, etc.) or person associated with you, regardless of location. In the event such referral is made by you to any third party (company, organization, person, etc.) or person associated with you, with or without express written consent of Gemini, and the candidate(s) is (are) hired (either by verbal or written agreement) for any position with that third party (company, organization, person, etc.) or person associated with you, regardless of location, within twelve (12) calendar months from the date of the last referral by Gemini to you, then Gemini reserves the right to charge and will charge you the relevant agency fee stated in its fee schedule.

### **4. Multiple Hires**

Should you hire more than one candidate presented by Gemini during the search or within twelve (12) months of the last referral, whether for the original position or for a different position, Gemini will charge a fee as shown in our fee schedule for each candidate hired.

### **5. Non-Solicitation of Candidates**

Under no circumstances will Gemini solicit a candidate whom Gemini has placed with a client.

### **6. Fees**

Gemini will charge fees to clients in respect of any individual identified and introduced by Gemini who enters into a contract of employment, or a contract for services as a result of an introduction made by Gemini, within 12 months of the last referral.

Introduction will be deemed to have been effected once the client and candidate make contact by any means as a result of Gemini's efforts and search procedures.

We charge fees for any individuals whom we identify and introduce and whom our client hires within twelve (12) months of last referral, whether in the role as originally defined or any other position.

A fee is also payable by the client if the client introduces the Candidate to a third party who then appoints the Candidate, either on a permanent or temporary basis

### **7. Payment of Debit Notes**

Gemini will issue a debit note on the day on which a candidate starts work, and these are due on presentation.



Gemini will charge you two percent (2%) of interest per calendar month, or part thereof, on the total fee for each debit note not paid within fifteen (15) calendar days from the day the candidate commences employment with your company.

It is Gemini's policy to seek legal enforcement of overdue debts.

## **8. Additional Services**

If you ask Gemini to arrange for overseas travel or video conferencing there will be an additional charge which we will agree with you in advance.

## **9. Client Sponsored Advertising**

At the request of a client, Gemini is pleased to place client sponsored advertising, the cost for advertising will vary depending on layout, design, and advertising medium chosen. Unless the advertisement is confidential the client's logo may be inserted.

## **10. Candidate Reference Check**

Gemini will only obtain and verify references upon the request of the client on the understanding that Gemini shall not be held responsible for the accuracy of the information supplied by referees.

## **11. Replacement Guarantee**

The replacement guarantee comes into effect on the date that the candidate commences employment and is effective for the guarantee period specified in this schedule.

If the candidate chooses to resign or is terminated on reasonable performance grounds within the guarantee period, Gemini will provide one complimentary replacement to the same job specification provided that Gemini's fee has been paid within fifteen (15) calendar days .

All requests for replacement must be made in writing within seven (7) calendar days of the original candidate's termination or resignation. This replacement guarantee only applies if you have settled the debit note in full for the specific job within fifteen (15) days from the candidate's commencement date.

Replacements are not provided where the job position becomes redundant.

Where a replacement candidate is recruited on a higher salary, Gemini will charge a fee for the difference. No adjustment is made where the salary is the same or lower.

If Gemini is unable to provide a replacement within 2 months a credit note will be provided. (Gemini does not give a cash refund). The credit note is valid for 12 months.

## **12. Credit Note**

If the recruitment fee has been paid within fifteen (15) calendar days and Gemini is unable to provide a replacement within 2 months or a replacement is not required, a credit note will be issued. (Gemini does not give a cash refund).



The value of the credit note will be 50% of the fee paid. The credit note is valid for twelve (12) months from the date of issue and may be used against any future permanent assignments.

### **13. Disclaimer/Limitation of Liability**

Gemini carefully screens and evaluates the skills, experience, and personalities of all candidates and endeavours to provide accurate information to you regarding the same. However, you are ultimately responsible for determining whether or not a candidate's skills, experience and personality meet your requirements. Gemini accepts no responsibility and you agree not to hold or attempt to hold Gemini responsible for any omission, incorrect evaluation or other matter related to the candidate and your decision to hire him/her for any position. In addition, you agree not to hold or attempt to hold Gemini liable for any loss or damage, or other expenses regardless of how caused, which you may sustain or for which you may become liable, arising out of, or in connection with, the referral of any candidate to your company.

### **14. General**

No waiver of any provision or waiver of breach of any provision of these terms & conditions shall be deemed to be a waiver of the right of Gemini or you to enforce strict compliance with the provisions hereof in any subsequent instance.

Gemini reserves the right to modify, vary, add to or amend these terms & conditions.

These terms & conditions shall be governed by and interpreted in accordance with the substantive laws of the Hong Kong Special Administrative Region, People's Republic of China and all disputes arising in connection thereto shall be finally settled by its courts.

If any provision of these terms & conditions is deemed invalid or unenforceable by a court of law, that invalidity or unenforceability shall not affect any other provision of these terms & conditions.

These terms & conditions contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof and may not be changed orally.

Please contact us if you have any questions regarding our services.

**GEMINI PERSONNEL LIMITED**

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I have read and understand the Terms and Conditions. I fully accept the above Terms and Conditions.

**Company Name:** \_\_\_\_\_

**Authorised  
Signature** \_\_\_\_\_

**Name of Signatory** \_\_\_\_\_

**And Company Chop** \_\_\_\_\_

**Title/ Capacity in  
which signing** \_\_\_\_\_

**Date of signing** \_\_\_\_\_

Please sign and return this page by Fax to 2810 6467 for Central Office or 2736 1433 for Kowloon Office or as a pdf copy by e-mail to your consultant, or to [gemhq@gemini.com.hk](mailto:gemhq@gemini.com.hk)

