

## Terms and Conditions

### Professional Recruitment Services – Temporary and Contract

#### 1. Parties and Scope of the Agreement

- 1.1. These Terms and Conditions are between Robert Walters (Singapore) Pte Limited whose registered address is 6 Battery Road # 09-01, Singapore (“RW”) and the Client. RW and the Client are collectively referred to as the “Parties” and each a “Party”.
- 1.2. These Terms and Conditions shall apply to: (a) any Business proposed or undertaken by RW for the Client; and (b) the Assignment, Engagement or employment or other use by the Client of a Temporary Worker Introduced by RW. Any Permanent or Fixed Term recruitment services provided by RW shall be governed by a separate agreement.
- 1.3. In the absence of written confirmation, the use by the Client of any CV (or the details therein) provided by RW or employment or Engagement in any capacity, of any Temporary Worker Introduced by RW will constitute acceptance by the Client of these Terms and Conditions.
- 1.4. These Terms and Conditions together with any documents referred to within them shall constitute the entire agreement between the Parties in relation to the Business, Assignment and/or the employment, Engagement or other use by the Client of a Temporary Worker Introduced by RW to the exclusion of all other agreements including any other terms and conditions of business or purchase conditions that the Client may attempt to impose in respect of the provision of the Business.
- 1.5. The scope of these Terms and Conditions extends to the Client, its ultimate holding company and all of its subsidiaries which engage in Business with RW.
- 1.6. These Terms and Conditions shall be effective from the date of execution by Parties and shall continue to be in force until terminated in accordance with these Terms and Conditions.

#### 2. Interpretation

- (a) **“Administration Charges”** means the fee charged by RW on a monthly basis for pay rolling the Temporary Worker as more particularly set out in the Assignment Schedule.
- (b) **“Annual Remuneration Package”** means the total of all monies payable and benefits that an employed person may be entitled to: including without limitation on salary, CPF, guaranteed bonuses, commissions, profit sharing or other identifiable financial benefits. Employer provided motor vehicles will be deemed as having a value of SGD\$25,000 per annum. Joining inducements, housing allowances and expatriate benefits will be deemed to be part of the remuneration package. Where bonuses are not guaranteed, two thirds of the likely bonus amount quoted by the Client will be the amount to be included in the calculation of the package. **“Assignment”** means the role to be performed by the Temporary Worker under the Client’s direction, supervision and control pursuant to the Assignment Schedule.
- (c) **“Assignment Charges”** means the fee charged by RW in consideration of the Introduction and placement of the Temporary Worker with the Client in relation to a specific Assignment and calculated in accordance with clause 6.2 and the Rate set out in the Assignment Schedule.
- (d) **“Assignment Schedule”** means the agreement between RW and the Client which incorporates these Terms and Conditions and relates to the Assignment performed by a Temporary Worker.
- (e) **“Business”** means work performed by RW in relation to the sourcing of Temporary Workers including providing CVs (solicited or unsolicited), receiving instructions from the Client for an Assignment, long/short listing of Temporary Workers, introducing a Temporary Worker, arranging or conducting interviews with Temporary Workers or any other act either directly or indirectly relating to the sourcing or supply of a Temporary Worker.

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- (f) **“Calculation”** means Pay Rate x (1÷(1- Rate expressed as decimal)
- (g) **“Candidate”** means an individual Introduced to the Client by RW pursuant to instructions from the Client.
- (h) **“Conversion Fee”** has the meaning set out in Clause 3.3.
- (i) **“Direct Placement Fee”** has the meaning set out in Clause 3.1.
- (j) **“Engage”, “Engaging” or “Engagement”** each means employment as an employee under a contract of services, and also includes engagement to work as an independent Temporary Worker under a contract for services.
- (k) **“Fixed Term”** means any Candidate who has sought or obtained employment through RW, but who is directly Engaged by the Client on a fixed term basis and the Client takes responsibility for all payments to the Temporary Worker and other legislative requirements.
- (l) **“GST”** means the Goods and Services Tax applicable in accordance with the Singapore Goods and Service Tax Act (Cap 117A).
- (m) **“Permanent”** means any person who has sought or obtained permanent employment with the Client through RW.
- (n) **“Introduced”, “Introduce” or “Introduction”** each means the communicating (through whatever medium) of a Temporary Worker's CV, a long or short list of Temporary Workers and/or details of a Temporary Worker by RW to the Client or any other verbal or written communication between RW and the Client that enables the Temporary Worker to be identified.
- (o) **“Pay Rate”** means the sum total of the Temporary Worker's gross base salary during the Assignment, Statutory Contributions, bonus, overtime and allowances, other identifiable financial benefits.
- (p) **“Rate”** means the percentage set out in the Assignment Schedule used in the computation of the Calculation and Assignment Charges.
- (q) **“Statutory Contributions”** means Central Provident Fund (CPF), Skills Development Levy (SDL), medical insurance costs and Foreign Workers Levy (where required) under Singapore law and any other statutory contributions payable in Singapore at the prevailing rates in force which are required to be made by RW in respect of the engagement of Temporary Workers.
- (r) **“Statutory Leaves”** means all applicable statutory leaves (including but not limited to annual leave, sick leave, hospitalization leave, childcare leave, infant care leave, maternity, paternity leave, adoption leave and shared parental leave) or any other statutory leave entitlement under Singapore law which RW is required to provide in respect of the engagement of Temporary Workers, or, in accordance with the Client's leave policy provided that the Client's leave policy meets the minimum statutory requirements in accordance with Singapore law.
- (s) **“Temporary Worker”** means any person who has been Introduced and supplied by RW as a recruitment services provider to perform an Assignment for the Client under the direction, supervision and control of the Client.
- (t) **“Total Charges”** means the aggregate charges payable by the Client to RW as more particularly set out in Clause 6.1.

### **3. Introduction and Engagement of Temporary Workers**

- 3.1. It is acknowledged that the Candidate is Introduced to the Client as a prospective Temporary Worker. Nevertheless, should an Introduction of a Candidate (as a prospective Temporary Worker) result in any Engagement of such Candidate by the Client or any related party, or any third party to whom the Client has Introduced the Candidate, either directly or through another agency anytime within twelve (12) months from the date of Introduction or twelve (12) months from the completion or termination of the Candidate's most recent Assignment, whichever is applicable, either as a Permanent or Fixed Term employee, or as a Temporary Worker, the Client will be liable for the Direct Placement Fee calculated in accordance with the Assignment Schedule.
- 3.2. The Client shall notify RW immediately after a Candidate whom it has Introduced accepts an

Engagement with the Client or becomes a Permanent or Fixed Term employee of the Client or in both cases of a third party to whom the Client has referred the Candidate. When a Candidate Introduced to the Client is Engaged by the Client or by a third party to whom the Candidate has been referred by the Client, the Client is required to provide RW with full details of the remuneration package agreed with that Candidate.

- 3.3. If during the Assignment or any time after the completion or termination of Assignment, the Client offers a Permanent position or Fixed Term position to the Temporary Worker, whereby the Temporary Worker is paid directly by the Client or any third party, the Client will be liable for a Conversion Fee, calculated in accordance with the Assignment Schedule based on the latest Annual Remuneration Package offered to the Temporary Worker. Conversion Fee does not include any MOM related costs.

#### **4. Temporary Worker's Timesheets**

- 4.1. The Temporary Worker will be required to complete timesheets for all hours worked (including the overtime) for the Client.
- 4.2. The Client will sign the Temporary Worker's correct timesheet on the Temporary Worker's request. Execution of a time sheet by a Client is conclusive evidence of satisfaction with the Temporary Worker (unless otherwise indicated in writing on the timesheet) and accuracy of the timesheet and constitutes an irrevocable agreement to pay for the hours recorded on the timesheet. Any timesheet which is undisputed yet unapproved for a period of seven (7) or more calendar days shall be deemed approved.

#### **5. Time for Payment**

- 5.1. Invoices will be issued to the Client on a monthly basis. Clients must pay to RW the Total Charges within fourteen (14) days from date of invoice. If the Client wishes to dispute any charges invoiced, it shall do so within seven (7) days of receipt of the invoice. The Client will be deemed to have accepted the invoice if no specific dispute is raised. Any dispute will not affect payment of any non-disputed charges appearing on the same invoice or the payment of any other invoices due under these Terms and Conditions.
- 5.2. Where payment is not received within terms, RW reserves the right to impose an interest charge for late payment on the basis of the prevailing interest rate set by the Monetary Authority of Singapore, plus 2.5% on a daily basis from the due date until payment is made in full.
- 5.3. Should RW incur any costs in recovering amounts overdue under these Terms and Conditions, the costs may be charged to the Client in addition to the underlying value of invoices due. Costs in this clause include, but are not limited to interest charged, legal fees incurred or any other recovery fees of third party debt.

#### **6. Calculation of Charges Payable**

- 6.1. Total Charges

In consideration of the services received under these Terms and Conditions, RW shall be entitled to receive the Total Charges. The Total Charges shall be made up of:

- (a) Assignment Charges
  - (b) Administration Charges
  - (c) Statutory Contributions
  - (d) Pay Rate
  - (e) any additional costs incurred as a result of a work pass application or immigration costs
  - (f) any expenses incurred by the Temporary Worker in the performance of the Assignment provided that such costs and expenses have been disclosed to, and approved in writing by the Client prior to the incurring of the costs and expenses
  - (g) overtime pay for all hours worked by the Temporary Worker in excess of those hours stipulated in the Assignment Schedule where applicable
  - (h) medical insurance as charged (where not required under applicable law but is provided to such Temporary Workers)
  - (i) GST
- 6.2. Assignment Charges shall be worked out using the Calculation applying the applicable Rate set out in the Assignment Schedule. Client shall pay both the Assignment Charges (which sums are RW fees for provision of its services) as well as Administrative Charges (which sums are attributed to the cost of pay-rolling the Temporary Worker) on a monthly basis.

- 6.3. The Temporary Worker shall be entitled to receive all Statutory Leaves at the Client's costs in accordance with minimum statutory requirements under prevailing Singapore law or in accordance with Client's policy provided that the statutory leave and benefits provided in accordance with Client's policy meets the minimum statutory requirements.
- 6.4. Where the Statutory Contributions or Statutory Leave entitlement that RW is required to pay the Temporary Worker change, there will be a corresponding change in the rate payable by the Client. Other payments that RW becomes lawfully required to make upon termination of the Temporary Worker (such as notice pay) shall also be on-charged to the Client under these Terms and Conditions.
- 6.5. Where the Temporary Worker engaged by the Client has been pay-rolled by RW for more than 3 months, the Client agrees to provide the Temporary Worker with Statutory Leaves under Clause 6.3 irrespective of whether the Temporary Worker had been engaged by the Client for less than the 3 months.
- 6.6. The Temporary Worker shall be entitled to receive all statutory entitlements under prevailing Singapore law at Client's costs, including but not limited to overtime pay, encashment of unutilized annual leave upon termination, compensation of Temporary Worker should the Client require the Temporary to work on public holidays,
- 6.7. The Client undertakes to reimburse in full any costs and expenses that RW may incur in respect of the Temporary Worker. For the avoidance of doubt, all Statutory Leaves and Statutory Contributions which the Temporary Worker is entitled to under prevailing Singapore law shall be at Client's costs.

## **7. Assignments**

- 7.1. Temporary Workers provided by RW are deemed to be under the direction, supervision and control of the Client from the time the Temporary Worker reports to take up duties with the Client and for the duration of the Assignment and the Client shall be responsible for the day to day management of the Temporary Workers, including but not limited to performance and discipline. RW is not liable for any acts, errors or omissions of the Temporary Worker, whether on account of willful negligence or otherwise.
- 7.2. The Client will in all respects comply with the statutes, bylaws and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including legal requirements of workplace health and safety.
- 7.3. The Client will indemnify, defend and hold RW harmless from and against all damages, expenses and reasonable legal costs arising from claims (actual or threatened) by a Temporary Worker which arises as a result of the Client's wrongful or negligent acts or omissions and/or breach of any terms and conditions of this Agreement. The Client's liability under this clause shall be reduced to the extent that RW has contributed to the losses covered by this clause.
- 7.4. The Client shall notify RW before altering the Assignment in any way, including if the Client directs the Temporary Worker to work from premises that is not the Client's ordinary premises. If the Parties agree to extend the Assignment, these Terms and Conditions will continue to apply to the extended Assignment.
- 7.5. RW gives no representation or warranty that any Temporary Worker is or will be available to accept any Assignment. Unless specifically directed to do so, RW is not responsible for obtaining work or other permits, references or medical reports or for the verification of professional, visas, academic or other qualifications.
- 7.6. Should the Temporary Worker terminate the Assignment by giving written notice as set out in the Assignment Schedule, RW may give the Client the same notice terminating these Terms and Conditions without RW incurring any further liability to the Clients.
- 7.7. Should the Client decide to terminate the Temporary Worker, the Client agrees that provision of full contractual notice period and/or salary in lieu of notice period to Temporary Worker is mandatory except in exceptional circumstances permitted by law.
- 7.8. The Client undertakes and warrants to ensure that any termination of the Temporary Worker is conducted responsibly and fairly and in accordance with prevailing Singapore law. The Client further represents that it has proper HR protocol in place and that it shall maintain and retain documentation to evidence validity of the ground for termination of the Temporary Worker which should at all time fall within legally permitted grounds for termination. This includes implementing a robust performance improvement plan for terminations on the ground of poor performance.

- 7.9. Should the Temporary Worker raise allegations of unfair dismissal against RW, the Client agrees to provide full assistance and co-operation to RW in the defense of such claim, including but not limited to providing full disclosure of all information required in a timely manner and to compensate RW for all costs and expenses (including but not limited to legal costs) incurred in defending and/or settling such claim with the Temporary Worker.
- 7.10. RW reserves its right not to conduct disciplinary action (including suspension) and termination of the Temporary Worker where Client does not comply with its obligations under this Clause 7 of the Agreement and/or under prevailing laws of Singapore or if it is not satisfied that disciplinary action or termination is legally permissible or that evidence provided by Client is credible.

## **8. Replacement of Temporary Workers**

- 8.1. If the Client is dissatisfied with the Temporary Worker, it must notify RW immediately.
- 8.2. If requested by the Client, RW will, subject to the Client meeting its obligations under Clause 7:
  - (a) remove the Temporary Worker, having regard for any applicable notice period; and
  - (b) use its best endeavors to provide the Client with a replacement Temporary Worker as soon as possible at an additional fee as agreed to in writing by Parties.
- 8.3. Should the Client require that RW terminate any Assignment early, the Client shall remain liable for the full amount of the Total Charges which would have been due had the Assignment continued in accordance with Assignment Schedule, other than to the extent that RW has mitigated its loss by terminating its agreement with the Temporary Worker. For the avoidance of doubt, this clause 8.3 shall not apply where a Temporary Worker has been terminated for redundancy, corporate restructure, change of management, change of job description or role, pregnancy, illness or injury.

## **9. Non-Solicitation of Employees**

The Client will not during the course of RW's engagement (either on its own account or for any other individual or organisation), directly or indirectly induce, entice or solicit away or attempt to induce, entice or solicit away from RW any individual who is an employee, director or consultant of RW. If the Client employs or Engages any person in breach of this provision, the Client shall pay to RW on demand the sum equivalent to one hundred percent (100%) of the annual salary package of such person. The Parties agree that this is a genuine pre-estimate of loss.

## **10. Personal Data Protection**

- 10.1. Each Party will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing Party, in confidence and will not disclose such information without the consent of the other Party unless required by law or a court of competent jurisdiction, or it has already been made available to the public other than through a breach of this clause. Any CVs or details of the Temporary Worker provided to the Client by RW shall remain the confidential information of RW.
- 10.2. Both Parties shall comply with its obligations in respect of the privacy of data imposed by applicable law.

## **11. Termination**

Either Party may terminate these Terms and Conditions immediately by giving written notice if:

- (a) the other Party commits any material breach of these Terms and Conditions that is incapable of being remedied; or
- (b) the other Party commits any other breach that is not remedied within five (5) days of written notice of the breach having been given to the other Party; or
- (c) the other Party becomes insolvent, is adjudicated bankrupt, has a receiver appointed, has a resolution passed or order made for its liquidation.

## **12. Governing Law and Jurisdiction**

These Terms and Conditions shall be subject to, governed by and construed in accordance with the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction to settle any dispute

arising out of or in connection with these Terms and Conditions.

### 13. General

- 13.1. Unless otherwise notified to the contrary by the Client in writing to RW, the Client hereby provides RW with its consent to use and reproduce the Client's name, logo and trademarks in advertising for the Assignment and for RW's general promotional literature (whether online or in print) provided always that RW shall not change or otherwise amend the Client's name, logo or trademark without the Client's prior written consent. Nothing in this provision shall create any rights of ownership (whether registrable or not) in favour of RW over the intellectual property of the Client.
- 13.2. Neither Party shall be liable to the other under or in connection with these Terms and Conditions or any contract made upon them for any indirect or consequential loss including but not limited to loss of profits, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. Nothing in these Terms and Conditions limits any warranty, exclusion or limitation of liability or right imposed by statute or regulation to the extent that it cannot lawfully be excluded or limited.
- 13.3. Subject to the extent that a liability cannot be lawfully excluded or limited, the maximum liability of RW to the Client in respect of any Assignment shall be limited to one hundred and twenty percent (120%) of the Total Charges which are payable.
- 13.4. If any of these Terms and Conditions is held by a court or arbitrator(s) to be illegal or unenforceable, that term will be severed from all other terms without affecting the validity or enforceability of all other terms.
- 13.5. If either Party is prevented in the performance of these Terms and Conditions by an act of God or as a consequence of war, riot, storm or other such circumstances that are completely beyond the control of that Party, then that Party will not be liable for such breach of that Party's obligations under these Terms and Conditions.
- 13.6. No failure or delay in exercising any right or remedy will constitute a waiver of that right, and no waiver will be effective unless it is in writing and signed by that Party.
- 13.7. Those clauses which by their nature are intended to continue to have effect following termination or expiry of these Terms and Conditions shall survive and continue to bind the Parties.
- 13.8. No variation to these Terms and Conditions can be made without the written consent of the authorised representatives of either Party.

Signed by:

Signature/Date/Company's stamp Client:  
Name:

Signed by:

Signature/Date

**Robert Walters (Singapore) Pte Limited**

## Assignment Schedule for Temporary Worker

This Assignment Schedule for Temporary Worker (this “**Assignment Schedule**”) is made with reference to the Terms and Conditions - Professional Recruitment Services - Temporary and Contract dated \_\_\_\_\_ entered into by and between \_\_\_\_\_ having its registered office at \_\_\_\_\_ and Robert Walters (Singapore) Pte Limited

This Assignment Schedule incorporates all of the terms and conditions set forth in the Terms and Conditions. All capitalised terms referred to in this Assignment Schedule shall have the same meaning as in the Terms and Conditions.

<b>Client contact:</b>		
<b>Invoice address:</b>		
<b>Candidate name:</b>		
<b>Job title:</b>		
<b>Business division:</b>		
<b>Department/Cost code:</b>		
<b>Start date of Assignment:</b>		
<b>End date of Assignment:</b>		
<b>Notice period:</b>	1 month	
<b>Rate</b>	30% margin (applied on a monthly basis on Total Charges)	
<b>Administrative Charges</b>	<b>Singaporean/PR</b>	<b>Foreigner</b>
	\$600	\$800
<b>Annual leave:</b>	Greater of (a) minimum statutory entitlement or (b) annual leave provided by Client in accordance with Client's policy	
<b>Sick leave:</b>	Greater of (a) minimum statutory entitlement or (b) sick leave provided by Client in accordance with Client's policy	
<b>Hospitalization leave:</b>	Greater of (a) minimum statutory entitlement or (b) hospitalisation leave provided by Client in accordance with Client's policy	
<b>Childcare leave:</b>	Greater of (a) minimum statutory entitlement or (b) childcare leave provided by Client in accordance with Client's policy	
<b>Infant care leave</b>	Greater of (a) minimum statutory entitlement or (b) infant care leave provided by Client in accordance with Client's policy	
<b>Adoption Leave</b>	Greater of (a) minimum statutory entitlement or (b) adoption leave provided by Client in accordance with Client's policy	
<b>Maternity leave:</b>	Greater of (a) minimum statutory entitlement or (b) maternity leave provided by Client in accordance with Client's policy	
<b>Paternity Leave</b>	Greater of (a) minimum statutory entitlement or (b) paternity leave provided by Client in accordance with Client's policy	
<b>Shared Parental Leave</b>	Greater of (a) minimum statutory entitlement or (b) shared parental leave provided by Client in accordance with Client's policy	
<b>Conversion Fee (for the purpose of clause 3.3):</b>	<b>Annual Remuneration Package</b>	<b>Conversion Fee</b>
	\$0 - \$119,999 per annum	25% of Annual Remuneration Package

	\$120,000 - \$199,999 per annum	27% of Annual Remuneration Package
	\$200,000 per annum and above	30% of Annual Remuneration Package
<b>Direct Placement Fee (For the purpose of clause 3.1 ):</b>	<b>Annual Remuneration Package</b>	<b>Conversion Fee</b>
	\$0 - \$119,999 per annum	25% of Annual Remuneration Package
	\$120,000 - \$199,999 per annum	27% of Annual Remuneration Package
	\$200,000 per annum and above	30% of Annual Remuneration Package