Terms of Business – Permanent Placements

Hong Kong | Version: 2027

These terms apply when Bluemont Consulting, the trading name of Stirling Andersen Hong Kong Limited ("Bluemont", "we", "us"), introduces candidates to a client ("you") for employment. Bluemont is a licensed employment agency in Hong Kong (Licence No. 84129).

1. About these terms

1.1 These terms cover our permanent recruitment services. They apply once you choose to interview or hire a candidate we have introduced.

1.2 If we already have a signed agreement with you, that agreement applies instead. We are always happy to discuss changes, and agreeing them by email is fine.

2. What we mean by

2.1 **An "Introduction" is** when we first share a candidate's CV or details with you. If you have already received the candidate's CV from another source, or it is already in your database, please tell us in writing within 5 working days of our Introduction. If you don't, the candidate is treated as introduced by us and our fee applies.

2.2 **"Hire" a candidate means** employing them in a permanent role, whether directly, through another company in your group, or through a third party such as another agency or payroll provider (including on a contract for service or as an independent contractor).

2.3 **"First-Year Remuneration" is** the guaranteed package for the first 12 months of employment: base salary, double pay or 13th month, any guaranteed or sign-on bonus, and allowances such as housing.

3. Our fee

3.1 Our fee applies if a candidate starts work with you within 12 months of their Introduction, and is based on their First-Year Remuneration:

First-Year Remuneration	Fee
Under HKD 1,000,000	25%
HKD 1,000,000 or above	30%

3.2 The minimum fee is HKD 60,000.

3.3 The fee is earned when the candidate starts work with you, so if an offer doesn't go ahead for any reason, no fee is payable.

3.4 The fee also applies if the candidate is hired into a different role from the one we discussed, or by another company in your group, such as a parent, subsidiary or sister company. It also applies if you pass a candidate's details to another company outside your group and it hires them within 12 months of our Introduction.

3.5 Retained or executive search assignments are agreed separately. We don't charge for advertising or other expenses.

4. Payment

4.1 We send our invoice on the candidate's start date, with payment due within 14 days, in Hong Kong dollars.

4.2 We may charge interest on overdue invoices at HSBC's Hong Kong Dollar Best Lending Rate plus 2% a year.

5. Our guarantee

5.1 If a candidate resigns or is dismissed within 90 days of starting, we will give you a credit note for 50% of the fee paid, which you can use on another placement within 12 months of their last day. We do not offer refunds; the credit note is our guarantee.

5.2 The guarantee applies where our invoice was paid within 14 days and you let us know within 7 days of the candidate leaving. It doesn't cover roles that end through redundancy, restructuring or a significant change to the role.

5.3 Credit notes are not refundable, can't be exchanged for cash or transferred, and a placement made using a credit note doesn't carry a further guarantee.

6. Working together

6.1 We take care to share accurate information about every candidate. As the employer, you make the final hiring decision and carry out your usual checks, such as licensing, fit-and-proper requirements, right to work and references.

6.2 We are both committed to treating candidates fairly and in line with Hong Kong's employment and anti-discrimination laws.

6.3 Please make all offers through us. We will present the offer to the candidate, manage any negotiation, and support you both through to their start date.

7. Privacy and confidentiality

7.1 Candidates share their details with us in confidence, so we ask that you use them only for recruitment, keep them secure in line with the Personal Data (Privacy) Ordinance, and don't share them outside your organisation.

7.2 We keep your business information confidential, and appreciate you doing the same with our candidate information and fees.

8. Liability

8.1 We take great care in our work, but we can't guarantee how a candidate performs once they join you. To the extent permitted by law, our liability for any placement is limited to the fee paid for it, and we are not liable for any indirect or consequential loss.

9. General

9.1 We never charge candidates for our services.

9.2 You are free to work with other recruiters, and we are free to work with other clients.

9.3 If any part of these terms can't be enforced, the rest still applies.

9.4 These terms are governed by Hong Kong law.

Optional signed acceptance

For and on behalf of
Stirling Andersen Hong Kong Limited
(trading as Bluemont Consulting)

Signature: _____
Name: _____
Title: _____
Date: _____

For and on behalf of
Client: _____

Signature: _____
Name: _____
Title: _____
Date: _____