

TERMS & CONDITIONS OF BUSINESS FOR PERMANENT RECRUITMENT

1. These Terms and Conditions are between Labour Options (“the Agency”) and the hiring Client (“You”) which terms shall include all subsidiary and associated companies seeking to engage the Candidate (“the Applicant”).
2. These Terms and Conditions are deemed to be accepted by You upon request for an introduction, an interview (whether effected by the Agent or directly by You), whether in person, by telephone, by email, by the signing of these Terms and Conditions or by the engagement (which term includes employment or use, whether under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement) of an Applicant introduced by the Agency. An ‘introduction’ shall mean an interview, the acceptance of a CV or Applicant's details, via the post, email, fax, or verbally.
3. All introductions and Applicant details are confidential under the Privacy Act 1988 and are supplied to You on the understanding that You will keep the information confidential and not disclose it to any third party without the Agency's prior written consent. There is no exception for introduced Applicants who are on Your database or connected to You through any form of social and/or digital media (eg. LinkedIn, Twitter, Facebook, etc) with You and/or Your employees.
4. The Agency will not make any introduction or supply of Applicants to You until You have supplied the Agency with the following information:-
 - (i) details confirming its corporate identity and the nature of its business;
 - (ii) the position You are seeking to fill, together with a summary of the type of work the Applicant would be required to do, the location and hours at which they would be expected to work, details of any potential WHS risks and any steps You have taken to limit such risks.
 - (iii) the proposed start date for the Applicant.
 - (iv) details of the experience, training and qualifications required by the Applicant.
 - (v) the minimum rate of remuneration and benefits to be offered and the intervals at which payment would be made.
 - (vi) written confirmation from You, signed by an authorised representative, as per this document, confirming that You are aware of all the legal and/or professional requirements to be satisfied before any Applicants can be supplied or engaged, together with confirmation that the supply by the Agency to You of Applicants will not be detrimental to Your interests.
 - (vii) written confirmation from You, signed by an authorised representative, as per this document, confirming that You authorise the Agency to disclose any and all information provided by You under this clause 4 to its officers and employees as it shall see fit, and authorising the Agency and such officers and employees to disclose any of the information to Applicants introduced or supplied by it.
5. Fees will be charged for:
 - (i) Any Applicant engaged as a consequence of, or resulting from an introduction to You even though the introduction is made indirectly. This fee shall be payable if the Applicant is engaged for any position or subsequently re-applies for any other position within Your company or is engaged by any associate company, firm or person or third party to whom You may introduce the Applicant within a period of 12 months from the date of introduction. All introductions are confidential. The passing on of an introduction to any other employer, recruitment agency, firm or company which results in an engagement renders You liable to pay the Agency's fee as set out in clause 9.
 - (ii) Cancellation of this assignment, after the introduction of Applicants, may incur a \$500.00 cancellation fee if the vacancy has been filled by other means and or to cover any work already performed in preparation and undertaking of this assignment.
6. The Agency endeavours to ensure the suitability of any Applicant introduced to You. However the Agency does not personally guarantee the references taken itself and provided to You and You must satisfy Yourself as to the suitability of any Applicant and shall be responsible for taking up any references (including confirmation of any professional or academic qualifications) provided by any Applicant and/or the Agency before engaging such Applicant. Unless requested otherwise, in writing and paid for by You, You shall be responsible for obtaining work permits, as required, for the arrangement of medical examinations required by any Applicant and satisfy any medical and other requirements or qualifications required.

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7. The Agency shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by You arising from or in any way connected with the Agency seeking an Applicant for You or the introduction by the Agency to You of any Applicant or the engagement of any Applicant by You.

8. The liability of the Agency to You for any breach by the Agency of these terms and conditions or for any liability in negligence or otherwise shall not exceed the Agency's commission relating to the introduction or supply of the relevant Applicant.

9. Fee: The introduction and placement fee is payable by You to the Agency immediately on engagement of an Applicant and in any event within (14) fourteen days of the invoice date. The introduction and placement fee is calculated at 10% of the gross annual remuneration salary package, which shall include: Base Salary, Superannuation, FMCV (at \$15000.00), and any anticipated bonus and commission earnings. The Agency, at its sole discretion, may offer discounts from our fee, as set out in Special Conditions, but any such discount shall automatically be revoked if payment is not received within (14) fourteen days from the date of invoice, whereupon the original full fee shall apply.

10. The Agency's invoices are subject to GST and all accounts are payable 14 days from the date of the invoice. The right is reserved in respect of any invoice not paid within 30 days to charge interest (without prior notification) and to recover debt recovery costs. Payment must be made without deduction or set-off. All costs, charges and expenses incurred by the Agency in recovering any outstanding account shall be paid by You on a full indemnity basis. Should any invoice be due and unpaid after 14 days then all invoices raised shall become immediately due and payable.

11. Guarantee: If any introduced Applicant leaves Your employ within 3 months of their start date, other than as a retrenchment or company relocation, we will endeavour to replace this person free of charge under our guarantee provided that:

- (i) You inform the Agency in writing within 7 days of such departure
- (ii) You pay the introduction and placement fee within 14 days of date of invoice
- (iii) You assign Labour Options the exclusive right, for a period of 8 weeks from the date of termination, to re fill the role.
- (iv) There is no change to the position description which the candidate was originally recruited for.

Only one replacement candidate per permanent placement shall apply to this guarantee.

There is no guarantee period when a replacement candidate is provided. If no replacement candidate is required by You, or appointed by Labour Options, then You will be credited by cheque or EFT, or have a credit issued against your next permanent placement assignment on the following basis:

Up to 12 weeks of the guarantee period – 50 % of the original fee paid, then pro rata for the remainder of the guarantee period.

12. No variation of these Terms and Conditions is valid or binding unless approved in writing by an agent of the Agency.

13. You agree, forthwith upon request, to provide the Agency with complete and accurate written details of any Applicant's total remuneration and warrants that any such details provided will be complete and accurate.

14. Special Conditions:

The Agency's Terms and Conditions of Business as described above will remain in place for 12 months or until otherwise advised by either party.