



## TERMS AND CONDITIONS OF BUSINESS

1. **Parties.** These Terms and Conditions of Business are deemed to be basis of the agreement between Precruitment and the Client and specify the terms and conditions upon which Precruitment provides services to the Client until new Terms of Business are notified in writing. These terms and conditions of business become immediately effective upon the Client engaging the services of Precruitment.
2. **Acceptance of Terms of Business:**
  - 2.1. Our introduction of a Candidate to the Client, the interviewing or the engagement of a Permanent Part-Time or Fixed Term Contract Candidate or the hiring of a Temporary Candidate or the passing to any other person or organisation personal information pertaining to a Candidate introduced to the Client by Precruitment, will be taken as the Client's acceptance of these Terms of Business.
  - 2.2. The engagement of a Temporary Staff introduced to the Client by Precruitment, will be taken as the Client's acceptance of these Terms of Business.

### PERMANENT, PART-TIME & FIXED TERM CONTRACT PLACEMENTS

#### Basis of Fees

3. **Permanent Placements.** Precruitment's fees are for locating, testing, screening, assessing, interviewing and presenting candidates to the client leading to a permanent placement. Precruitment's fees are detailed below and are calculated as a percentage of the annual salary package including, base salary, motor vehicles, superannuation, bonuses and commissions and all other benefits or allowances, which represent remuneration. For the purpose of calculating the salary package, motor vehicles will be valued at \$16,000. Precruitment's fees are only payable when a suitable candidate is introduced to the client, an offer made by the client to the candidate and the offer is accepted by the candidate. Precruitment's fees are payable within fourteen days of the date on which the candidate accepts the offer.
4. **Part-time Placements.** For part-time positions the fee payable by the client will be calculated as for a permanent placement and based on full time annualised salary as described in Paragraph 3 of these Terms of Business. For part-time placements where the appointed candidate is engaged for and actually works for less than twenty-five (25) hours per week, a twenty-five percent (25%) discount will apply to the permanent placement fee.
5. **Fixed Term Contract Placements.** Where the Client wishes to employ the candidate as their employee for a fixed term contract period, the fees will be calculated as for permanent placements as described in Paragraph 3 above, and will be based on the full time annualised salary. Depending on the term of the contract a discount off the full fee and a replacement guarantee will apply as follows:
  - 5.1. A fifty percent (50%) discount off the full fee for contract placements for a period of up to and including thirteen (13) weeks. The Precruitment replacement guarantee will apply for a period of one week from the commencement date of the contract period.



- 5.2. A twenty-five percent (25%) discount off the full fee for contract placements for a period from fourteen weeks to twenty-six weeks inclusive (14 to 26 weeks). The Precruitment replacement guarantee will apply for a period of two weeks from the commencement date of the contract period.
- 5.3. There will not be a discount for contract placements for a period greater than of twenty-six (26) weeks. The full fee, as described in Paragraph 3 above, will apply together with the standard Precruitment Guarantee as described in Paragraphs 16-23 of this document.
6. **Contract Extension.** In the event that a short term contract placement is extended by the Client, the fees will be adjusted and invoiced to the Client. The adjustment will be in accordance with the terms described in Paragraph 5 above.
7. **Notification of Engagement.** The Client must notify Precruitment immediately the Client engages a candidate whom Precruitment has introduced to the Client. The Client must also inform Precruitment of the agreed gross salary details, including any bonus and benefits in kind.

## Fee Schedule

8. Precruitment's fee schedule is as follows:

<b>Total Annual Salary Package</b>	<b>Our Fee</b>
Up to \$34,999	13% plus GST
\$35,000 to \$59,999	16% plus GST
\$60,000 and over	18% plus GST

9. Invoices submitted to the Client will be Tax Invoices and as such, will be inclusive of ten (10%) percent Goods and Services Tax.

## Testing and Reference Checking

10. Precruitment will, as far as it is practical to do so, carry out testing and reference checking and make every effort to ensure the suitability of the candidates presented to the Client.
11. Although all care is taken in the testing and reference checking of candidates it is the responsibility of the Client to assess the suitability of the candidate(s) for the position. Precruitment cannot accept any responsibility for any claim, error, loss, expense damage or delay however occasioned by submitted or successful candidate(s).
12. Neither Precruitment nor anyone acting on its behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

## Confidentiality

13. The information Precruitment provides to the Client in connection with the submission of a candidate for a permanent position shall remain confidential and shall not be disclosed to any third party without Precruitment's written permission.



## Subsequent Placement

14. Placement of any candidate presented to the client by Precruitment, either verbally or by resume, within twelve (12) months of the date of the introduction, within the client company or any related company or entity, is subject to the full fee as shown in Precruitment's fee schedule.

## Advertising

15. Precruitment will seek the Client's authorisation for any advertising of the position to be filled and which is to be charged to the Client. The cost of the advertising will be invoiced to the Client at cost, including GST, and is payable by the Client within fourteen days of the invoice date.

## The Precruitment Guarantee

16. Precruitment guarantees the employment of the successful candidate for a period of twelve (12) weeks from the date of commencement of the employment of the successful candidate.
17. If for any reason other than Client occasioned redundancy, restructure or any change in the original job specification provided to Precruitment at the time of the appointment, the employee should resign or be terminated within the guarantee period, Precruitment undertakes to provide a replacement candidate.
18. If Precruitment is unable to find a suitable replacement within 12 weeks of the termination of employment, a credit note will be issued to the Client's account on the following basis:
  - 18.1. Should the candidate leave the employment within the first four weeks after the commencement date and providing Precruitment has been given the opportunity of providing a replacement candidate, Precruitment will issue a credit note for the full fees to the Client's account.
  - 18.2. Should the candidate leave the employment within the period from four to twelve weeks starting from the commencement date and providing Precruitment has been given the opportunity of providing a replacement candidate Precruitment will issue a credit note on a pro rata basis.
19. The credit to the Client's account applies only to the replacement of permanent employees and can only be used for appointment of a permanent replacement employee introduced to the Client by Precruitment.
20. The credit remains valid for six (6) months from the date of issue. Should the credit not be utilised within six months for a replacement permanent candidate, the credit becomes void and is rescinded.
21. The original Precruitment fee will be adjusted if the replacement candidate is to be paid a higher salary package. If the revised fee is greater than the original fee, a tax invoice for the difference will be issued to the client .
22. The **Precruitment Guarantee** shall apply to the original permanent placement and is valid for one only replacement. The Precruitment Guarantee applies to all permanent placements provided the Client meets the following conditions:



- 22.1. The Client makes payment of the full fee for the permanent placement to Precruitment within 14 days of the date of invoice.
  - 22.2. The Client notifies Precruitment, in writing, of their intention to call upon Precruitment's guarantee before the expiry of the guarantee period.
  - 22.3. The cessation of employment during the Precruitment guarantee period is not due to the restructuring of the job description or redundancy or re-deployment caused by the Client.
  - 22.4. The Client agrees that Precruitment will be provided with the opportunity to submit to the client an alternate, suitable and mutually acceptable replacement candidate within 12 weeks of the termination of employment of the original candidate.
23. Associated search costs for a replacement candidate for advertising and assessments and other sundry costs will be invoiced to the Client with the clients prior authorisation
  24. If within twelve (12) months of the termination the client, or any associated organisation, re-engages the original permanent candidate a full Fee will again become payable.

### **IMPORTANT - PLEASE NOTE**

- **For permanent placements our terms are strictly 14 days from the date of invoice.**
- **The Precruitment Guarantee is not valid if payment is not made within 14 days.**
- **Should a Client successfully offer to employ a serving Precruitment staff member then a full fee will apply and will be invoiced to the Client.**

### **TEMPORARY STAFF ASSIGNMENTS**

25. Precruitment will locate, interview, select and, where possible, test and reference check candidates for assignment on a temporary basis to the Client.
26. All Precruitment's temporary employees are assigned under the care, control and supervision of the Client and the Client is responsible for all acts, errors and omissions of Precruitment employees be they wilful, negligent or otherwise for the duration of the assignment.
27. Precruitment will remunerate the temporary employees assigned to the Client in accord with the relevant Award or Agreement. Remuneration to the temporary employee will be based on the employee working the hours shown on the Precruitment timesheet. The Client undertakes to have each time sheet authorised by an authorised person.
28. Precruitment will invoice the Client weekly on the basis of an hourly rate which includes temporary wages and allowances for all related on costs, for example, WorkCover insurance, Medicare levy, payroll tax, and superannuation. Precruitment is responsible for the payment of tax and the issue of payment summaries.



29. Precruitment will invoice the Client in accordance with the relevant Award or Agreement for any overtime or shift work performed by the temporary employee.
30. Precruitment will invoice the Client for temporary employees travelling during working hours on client authorised duties at the hourly rate plus a kilometre allowance designated by the appropriate Award or Agreement.
31. Precruitment, in accordance with the relevant Award or Agreement will invoice to the Client bonuses, meal, vehicle or other allowances, which are properly due to the employee.
32. Precruitment will pay the temporary employee(s) and invoice the Client for any appearance money required to be paid by the relevant Award or Agreement should the assignment be postponed or cancelled. The Client will provide Precruitment with not less than eight hours notice of any such postponement or cancellation.
33. Invoices submitted to the Client will be Tax Invoices and as such, will be inclusive of ten percent Goods and Services Tax.
34. The rates and conditions quoted by Precruitment are subject to change without notice when affected by a variation to the Award or Agreement conditions or statutory on costs and will be adjusted from the date designated as the implementation date of such variations.
35. The client is required to provide a safe working environment for all temporary staff provided by Precruitment.
36. A full day guarantee is provided on any Precruitment Temp who has performed unsatisfactorily, on the condition that Precruitment has the exclusive right to provide a replacement.
37. The client agrees not to by-pass Precruitment and contact a Precruitment Temp directly following the completion of an assignment with the Client.
38. If the Client, or any Client related entity or company, employs a temporary employee assigned by Precruitment within six months of the date of completion of the last assignment of the temporary employee(s), then in that event Precruitment will invoice the Client on the basis of a permanent placement fee. See Terms and Conditions of Business for Permanent Placements.
39. A discount will apply to the permanent placement fee according to the following schedule. No guarantee applies to such placements.

Within 4 weeks	Full fee
4 to 12 weeks	12.5% discount
13 to 25 weeks	25% discount
26 to 52 weeks	50% discount
In excess of 52 weeks	No charge
40. **Invoice Payment Terms.** For temporary assignments the payment period is strictly full payment within 7 days of date of invoice. This payment term is essential to reimburse payment of temporary wages and all statutory on-costs paid by Precruitment on the Client's behalf.

### **IMPORTANT - PLEASE NOTE**

**For temporary assignments our terms are strictly 7 days payment from the date of invoice.**