**Standard Terms & Conditions**

## 1. Summary of The Terms

1.1. Once these Terms of Appointment have been approved, the selected agency will be in contact to understand the exact candidate skills, behaviours and culture that you’re looking to find. They will use this information develop an exact Position Description and Key Selection Criteria in order to start attracting the ideal candidate.

1.2. The agency will then conduct an extensive recruitment campaign that consists of one or combination of a search of their candidate network, headhunting, online jobsite advertising, social media search or other applicable advertising to create an exclusive applicant pool. After screening and interviewing all prospective applicants in the pool, your recruitment consultant will arrange client/candidate interviews for all successful applicants who match the Key Selection Criteria that you would like to interview.

1.3. After each interview the consultant will contact the applicant to establish a YES/NO decision. The consultant will contact the employer to communicate the result. When you have made a decision to employ, the consultant will manage the offer, acceptance and references.

1.4. Reference checking of candidates is conducted when an offer of employment is about to be made and is conducted as far as it is practical to do so. The employer may request to undertake reference checks on their own, or request for this to be completed on behalf of the employer. The consultant will make every effort to ensure the suitability of candidates presented, however does not accept any responsibility for any claim, error, loss, expense, damage or delay however associated by submitted or successful candidates.

1.5. Guarantee – Should a successful candidate provided by a consultant leave or be terminated for poor performance within the guarantee period; the consultant will replace them at no additional cost. In order to validate the guarantee, the following conditions must be met. The fee must have been paid in full by the due date and the cessation of employment must not be due to restructuring, change in the position description, redundancy or redeployment caused by the client. Only the original position description will be used as the basis of the replacement assignment.

1.6. Payment terms – The proposed recruitment fee (as a % of base and super) excludes GST and is payable by an employer if a candidate is successfully hired. Payment terms are 7 days from the candidate start date.

1.7. Conversion to Permanent Employment

(a) If the employment of a non-permanent employee converts to permanent employment, an Additional Recruitment Fee is payable.

(b) The Additional Recruitment Fee will be the difference between the initial Recruitment Fee paid plus any Additional Recruitment Fees already paid, and the Recruitment Fee that would have been applicable had the employee been employed for one year. This fee is based on the following bands for the employee’s permanent salary:

$0 to $79,999 - 10%

$80,000 to $119,999 - 11%

$120,000 to $199,999 - 12%

$200,000+ - 13%

(c) Where a contract employee is taken on, on a full-time basis, a permanent recruitment fee based on the above salary bands is payable in terms of the schedule below:

Up to 3 months 100%

3 – 6 months 75%

6 – 12 months 50%

After 12 months 0%

## 2. Temporary & Contractor Placements

2.1. The Temporary Placement fee, based on a daily or hourly rate, will be negotiated with the Client before the start of each assignment. The total fee includes all required relevant fees such as payroll tax, workers’ compensation and superannuation, but is exclusive of GST.

2.2 Approval of the Temporary Placement’s timesheet on a weekly basis is an acceptance of the employees work and constitutes authorisation for The Recruitment Agency to invoice the Client for the associated fees for the time approved.

2.3. The Recruitment Agency supplies Temporary Placements as either their employee or Independent contractors. Any other engagement will be subject to the Permanent Placement terms unless negotiated before engagement. If no negotiation has taken place, the original permanent bid will be binding.

2.4. The Client accepts responsibility for supervision and directs the Temporary Placement’s work and outcomes during the assignment.

2.5. The Client is responsible for reimbursement of all expenses incurred by the Temporary Placement during the assignment.

2.6. The Recruitment Agency may terminate the contract without notice to the Client and without incurring any liability to the Client in the event of: 1). The Client’s failure to pay any amounts outstanding to The Recruitment Agency or the Client otherwise commits an act of bankruptcy, insolvency or is placed in liquation, voluntary administration or receivership. 2). The Client does not comply with all statutes, regulations and other legal requirements. 3).The Temporary Placement is guilty of serious misconduct. 4). The Temporary Placement does not comply with all laws, regulations and other legal requirements.

## 3. Recruiter Responsibilities

The recruitment agency will ensure they meet the requirements outlined under the Labour Hire Licensing Act 2017 and hold a current and valid licence to provide labour hire services within the relevant state, prior to engaging in any temporary recruitment services or labour hire arrangement.

## 4. Employer Responsibilities

Double Representation

By accepting a Recruiter to work on a position, the Employer accepts that any candidates submitted by that Recruiter remain associated with that Recruiter for six-months from the date that the candidate’s details were provided. If a Recruiter’s candidate is employed by the Employer within the six-month period, the Employer is liable to pay the Recruitment Fee agreed with the Recruiter.

## 5. Contractual Obligations

(a) An Employer is not obligated to employ any candidate submitted by a Recruiter and may, for the avoidance of doubt, reject any or all candidates submitted by any or all Recruiters.

(b) An Employer must not reject a candidate and then subsequently hire that candidate to fill the same or a similar Position Description using a different agency, website or service.

## 6. Replacement Guarantee

6.1 No Application to Certain Employees

The replacement guarantee does not apply to non-permanent employees unless agreed with the employer.

6.2 Period

The replacement guarantee period begins from the date that the employee commences employment with the Employer’s organisation.

6.3 Basis On Which a Candidate Replacement Will Be Provided

The recruiter will provide a candidate replacement to an Employer if:

(a) the employee misrepresented his or her qualifications, experience or expertise;

(b) the employee has bullied, harassed or otherwise discriminated against another employee;

(c) the employee committed fraud or another criminal offence against the organisation, a client, a customer or another employee;

(d) the employee is incapable or unwilling to perform the role, functions or responsibilities as specified in the Position Description; or

(e) the employee, by his or her own volition, decided to terminate his or her employment (but not as a result of any of the conditions outlined below).

6.4 Basis On Which a Candidate Replacement Will Not Be Provided

The recruiter will not provide a candidate replacement to an Employer if the employee is no longer employed by the Employer because:

(a) the Employer changed the role, functions or responsibilities from those specified in the Position Description;

(b) the employee is now employed by or otherwise affiliated with another organisation or entity associated with the Employer;

(c) the position no longer exists at the organisation;

(d) the organisation ‘downsized’ or made the employee redundant for reasons not relating to the employee’s performance;

(e) the employee was bullied, harassed or otherwise suffered discrimination at the organisation;

(f) the Employer has breached any law in relation to the employee; or