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Australian HPC Consulting, Recruitment
& Contracting Agency

Client Service Agreement – INTJ Billing Pty Ltd Recruitment Services Terms

1. Application:

1.1 This document sets out the terms on which we offer to supply our recruitment services to you. These terms only apply if you accept them.

1.2 Acceptance may be express, implied or by conduct and, without limiting the variety of circumstances that might constitute acceptance, occurs if you:

- a. tell us you have accepted them; or
- b. ask us for help to fill a position after you have received a copy of them; or
- c. use or disclose, without our consent and in connection with an offer of work that is or may be made by you or any other person to our candidate, any personal information about our candidate that we have provided to you (including the name or contact details of our candidate).

1.3 These terms apply to your engagement of our recruitment services:

- a. either on an exclusive (i.e. where we are the only party recruiting) or on a multi-listed basis (i.e. where you have other sources of recruitment running simultaneously); and
- b. covers part service and full service; and
- c. should you not employ a candidate introduced by us in respect of engaging us to carry out a recruitment service an administration & advertising fee shall be payable as stated in clause 6.6; and
- d. should you not engage anyone following engaging us to carry out part services the associated fee for the specific service or services provision shall remain payable by you.

1.4 Once they are in operation, these terms remain in force for all future engagements of our permanent recruitment services unless they have been varied in writing.

2. Interpretation:

2.1. Our candidate/s means anyone:

who is seeking a position through us; or

whom we have identified as a person who might consider seeking a position through us; and

about whom we are able to provide relevant information regarding that person's availability or suitability for a position.

2.2. We, our or us refers to INTJ Billing Pty Ltd and you or your refers to the client named at the end of this document.

3. Presentation of our Candidates:

3.1. The presentation of one of our candidates commences when we first forward to you any information about the candidate.

4. Our Responsibilities:

4.1. When we present a candidate:

4.1.1. We will take reasonable steps to ensure that we have the candidate's permission to present that candidate to you;

4.1.2. We will take reasonable steps to present only candidates who, in our opinion, are potentially suitable for placement with a view to short-listing or assessing them for your consideration;

4.1.3. We will when short listing or evaluating our candidates take reasonable steps to validate relevant information which we collect from our candidates ensuring so far as practicable that the information we provide is substantially accurate, relevant, complete and up to date.

However, we make no warranties in relation to the validity of a candidate's registration(s) and/or qualifications if they were obtained outside Australia or New Zealand;

4.1.4. We will alert you to those relevant aspects of our short-listed candidate's information that we have not been able to satisfy ourselves are substantially accurate, complete or up to date;

4.1.5. Arrange interviews with selected candidates;

4.1.6. Subject to negotiating fees and charges, carry out part service processes and tasks as are specifically agreed in writing.

5. Your Responsibilities:

5.1. You agree:

5.1.1. you will expressly state the services to be engaged and confirm it to us in writing;

5.1.2. to provide us with full and accurate information about the position requirements, including an accurate position description, any inherent requirements of the position, any weighting given to necessary or desirable attributes of a hypothetical successful candidate, a duties statement,

and any key performance indicators relevant to the position, if available;

5.1.3. to notify us immediately of:

5.1.3.1. the outcome of any interview between you and our candidate;

5.1.3.2. any offer (or acceptance of any offer) in relation to the placement of our candidate with you, or a person on whose behalf or for whose benefit you may be acting, or to whom you have communicated any personal information about our candidate. Your notification must include

details of the remuneration or benefits offered;

5.1.3.3. your employment or engagement of our candidate;

5.1.4. to provide us with a copy of the contract or an accurate summary of its contents within seven days of its being agreed by both you and the candidate;

5.1.5. to include the following information in the contract or summary:

5.1.5.1. the name of the candidate;

5.1.5.2. the name of the person or entity engaging the candidate;

5.1.5.3. status of the placement – whether fixed term/task, casual or non-casual and whether as an employment or in some other capacity;

5.1.5.4. the location of the job;

5.1.5.5. the start date for the placement;

5.1.5.6. the hours the candidate is to work per week;

5.1.5.7. a job description describing the work that the candidate will be expected to perform;

5.1.5.8. the experience, training and qualifications required of the candidate;

5.1.5.9. details of any authorisation required by law or any other professional body in order for the candidate to undertake the placement (including but not limited to professional registration or validation); and

5.1.5.10. the candidate's remuneration;

5.1.6. to pay us our fee for the placement of our candidate if you breach any contract for the employment or engagement of our candidate before the placement is complete and the contract terminates for that reason;

5.1.7. that you are responsible for satisfying yourself:

5.1.7.1. that our candidate has the qualifications, training, and experience necessary to undertake the placement and

5.1.7.2. that our candidate meets any suitability, security, trade, professional, or occupational health and safety requirements imposed by law in order to work in the placement;

5.1.7.3. that our candidate meets any other inherent requirements of the placement.

6. Our Fees and Charges:

- 6.1. No placement fee is payable until offer & acceptance has transpired with a candidate introduced by us;
- 6.2. Placement fees are scaled and calculated based on a set percentage of the starting annual remuneration package which is inclusive of superannuation. We do not include car allowances or provisions for a company vehicle in our placement fee calculation;
- 6.3. Fee Scale for full service recruitment service is 15%;
- 6.4. All advertising costs are included in the Fee Scale for recruitment services;
- 6.5. A replacement guarantee is provided with conditions attached (refer clause 7) and can only be validated once per individual recruitment service;
- 6.6. Fees for part services will be negotiated and once agreement reached confirmed in writing prior to any services being commenced;
- 6.7. All fees and charges quoted by us are exclusive of GST. GST at the prevailing rate will be added to our tax invoices;
- 6.8. You must pay our fees and charges (including any GST component), within fourteen (14) days from the date of the invoice which will be raised on confirmation of the job offer having been accepted by the candidate and in the case of part services on completion of the service or services;
- 6.7. An Administration & Advertising fee of \$1,500 plus GST will be payable when a full listing is filled via a source other than by us or you withdraw the listing for whatever reason. This fee shall be payable within seven (7) days from the date of the invoice;
- 6.8. Should you fill a position for which you have engaged us to carry out part services whilst these services are still in train you shall pay the fees and charges (including any GST component) as per the agreement;
- 6.9. A minimum placement fee of \$3,500 plus GST is payable for all recruitment.

7. Replacement Guarantee:

- 7.1. A twelve (12) week replacement guarantee will be offered for all recruitment services;
- 7.2. If within the replacement period of twelve (12) weeks from the date of commencement our short listed candidate whom we have placed with you:
- (a) performs unsatisfactorily in the placement for which he or she was presented and the placement is terminated for that reason; or
 - (b) terminates the contract

then, subject to clause 7.2 and 7.3, we will use our best endeavours to present a replacement candidate at no extra fee.

7.3. Our obligations under clause 7.1 arise if and only if:

7.2.1 the candidate was short-listed for the placement under clause 4.1; the candidate was not already a replacement candidate presented under clause 7.1;

7.2.2 you have paid our invoice by its due date;

7.2.3 you notify us immediately of any circumstance that may result in our being required to perform our obligations under this clause 7;

7.2.4 you have provided accurate information on a regular basis during the replacement period so that we can conduct confidential and timely performance checks (and counselling)

with you and with the candidate for our own benefit and at our discretion. You release us from any obligation to pass on to you any information we collect from the candidate;

7.2.5 you notify us in writing of the termination of the employment, engagement or contract promptly, stating the date and reason(s) for termination;

7.2.6 you have made a reasonable attempt to induct and orient the candidate into the workplace;

7.2.7 the termination of the candidate's placement is not due to:

7.2.7.1.1 any false or misleading representation made to the successful candidate in connection with the placement;

7.2.7.1.2 redundancy, retrenchment, or your operational requirements;

7.2.7.1.3 any action on your part which might make the termination of the successful candidate's employment or engagement unlawful, harsh, unjust or unreasonable; or

7.2.7.1.4 any breach by you of the terms of the contract with the successful candidate.

7.3 The provisions of clauses 4, 5 and 8 of these terms apply to the presentation of a replacement candidate.

8. Exclusions:

8.1. Because you are ultimately responsible for your decision to employ or engage our candidates and because once they are employed or engaged they work under your control, supervision and direction:

8.1.1. (NO REPRESENTATIONS)

We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;

8.1.2. (REDUCED LIABILITY & INDEMNITY)

8.1.2.1. We will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly

and whether by our negligence or that of one of our candidates (including their servants or agents) once they are engaged by you;

8.1.3. (IMPLIED TERMS)

Our liability for any breach of a term implied in this agreement by any Act of Parliament will be limited, at our option, to providing, or paying the costs of providing, the services again.

8.2. The provisions of this clause 8 continue to bind the parties after this agreement ends.

9. Privacy and Confidentiality:

9.1. You agree to preserve the privacy of personal information concerning any of our candidates whose personal information has been provided to you, or accessed by you, to a standard not less than that prescribed by the Privacy Act 1988 (Commonwealth); and additionally to hold yourself as a trustee of the promise to do so for the benefit of our candidate.

9.2. So far as the law allows, you must maintain the confidentiality of any information that we communicate to you and identify as being confidential (including the fact that one of our candidates may be seeking a new position). You must not use or disclose confidential information that we communicate to you without our written consent. For the purposes of this sub-clause you may use confidential information that we have communicated to you about our candidate for the purpose of engaging our services.

9.3. You must identify any information that you require us to keep confidential. If you do not expressly identify information that you communicate to us as being confidential we may use and disclose it as we think fit for the purpose of providing or offering our recruitment services to you; and you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.

9.4. The following information is expressly identified as being confidential, namely information about:

- (c) your current staff;
- (d) your human resources strategies;
- (e) your systems and procedures

We will not use or disclose it without your consent.

10. Entire Terms & Conditions:

10.1. These terms represent the entire agreement between us and you in relation to its subject matter. All implied and statutory terms, to the extent to which they are inconsistent with these terms, are excluded to the fullest extent permitted by law.

10.2. By accepting the terms set out in this document, you acknowledge that neither we, nor

anyone acting on our behalf, has made any warranty or representation to you in relation to the matters covered by this agreement which is not fully set out in these terms,

that you have not relied upon any such warranty or representation, that you have read these terms together with the Schedule, and that you have understood them.

EXECUTED BY:

Authorised representative:

Organisation:

Signature:

Dated: