

Terms of Business

Permanent & Fixed Term Placements

1. Application

- 1.1. This Agreement is between McCormack Employment Services Pty Limited (ABN 70074008138) ('MES/we/our/us'), and the Client organisation and their authorised representatives ('you/your'), and unless varied in writing, specifies the terms upon which we will provide recruitment services to you.
- 1.2. For the purposes of this Agreement, 'exclusive/exclusivity' means not engaging with or approaching other sources to fill the vacancy listed by you with us. This also includes internal advertising of the role and/or internal reshuffling once the recruitment assignment has been listed by you with us.

2. Acceptance of the Agreement

- 2.1. Acceptance may be express, implied or by conduct and, without limiting the variety of circumstances that might constitute acceptance, occurs if you tell us you have accepted them, or ask us to help fill a position after you have received a copy of these terms either via email or hard copy or accept candidate information from us.

3. Presentation of our Candidates

- 3.1. The presentation of one or more of our candidates commences when we first forward to you any information about them.

4. Engagement of our Candidates

- 4.1. You must notify us immediately where a candidate who we have introduced to your organisation accepts an engagement with you or any division, subsidiary, affiliated party or other employer via your onward referral.
- 4.2. Once you agree to engage a candidate introduced by us for any position within your organisation, even if the introduction is made informally and within 12 months of the initial introduction, you agree to pay us a fee as per the fee schedule outlined in this Agreement.

5. Our Responsibilities

- 5.1. When we present a candidate to you we will take every reasonable step to ensure that we have the candidate's permission.
- 5.2. We will when short listing 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.

6. Your Responsibilities

- 6.1. You will expressly state the services to be engaged and confirm to us in writing providing a full and accurate description of the position requirements and person specifications.

- 6.2. You will need to satisfy yourself that our candidate has the qualifications, training, and experience necessary to undertake the placement.
- 6.3. You understand and agree that you are responsible for your decision to employ our candidates and that once they are employed by you they work under your supervision and direction. MES will take no responsibility nor accept liability for any loss, claim, fine, penalty, expense, damage or delay suffered by you or a third party arising out of or about a candidate irrespective of how it may be caused or arise.

7. Our Fees and Charges

- 7.1. The fee payable to us will be calculated based on a percentage of the candidate's annual salary package inclusive of superannuation.
- 7.2. For part-time placements, the fee will be calculated based on the full time equivalent salary package inclusive of superannuation.
- 7.3. The Placement Fee payable will be calculated as follows;

| Salary package | Contingent | Exclusive |
|----------------|------------|-----------|
| Up to \$89,999 | 12% | 10% |
| \$90,000 up | 15% | 13% |

- 7.4. A minimum placement fee of \$5,000 applies.
- 7.5. GST will be charged in addition to the fee.
- 7.6. The placement fee must be paid within 14 days from the date of the invoice which is raised as soon as offer and acceptance is in place.
- 7.7. The placement fee includes standard skills assessments and standard advertising costs.
- 7.8. Where you have requested a Retained Assignment &/or Executive Search, this exclusive service will attract a 25% non-refundable commitment fee calculated on the reasonable estimation of the Placement Fee and invoiced on acceptance of a retained or executive recruitment assignment, and must be paid by you within 14 days from the date of the invoice. The remainder of the placement fee will be invoiced at the time of the successful placement. Additional costs for advertising and psychometric assessments will be negotiated with you and payable by you.
- 7.9. We reserve the right to charge a fee if work is undertaken by us on either a contingent or exclusive assignment that is subsequently withdrawn or cancelled by you after a short-list of candidates has been presented to you.

8. Additional costs

- 8.1. You agree to reimburse MES for any out-of-pocket expenses agreed between the parties within 7 days of receipt of an invoice.
- 8.2. Where agreed, we will organise additional advertising in agreed media, print and /or electronic and you agree to reimburse MES for

the agreed costs within 7 days of receipt of an invoice.

9. Placement Guarantee

- 9.1. If any candidate placed in a permanent position by us leaves your organisation within a 16-week period from commencement, we will endeavor to find a replacement at no additional cost to you if the following conditions have been met;
 - 9.1.1. You have paid our invoice within 14 days from the relevant tax invoice date;
 - 9.1.2. Prior to the expiration of the Guarantee period you have advised us in writing of your intention to call in the Placement Guarantee;
 - 9.1.3. The original position description and person specification has not altered;
 - 9.1.4. Cessation of the employment was not due to restructuring or job redesign;
 - 9.1.5. We are given the exclusive recruitment opportunity to find a replacement candidate for a period of at least 4 weeks.
- 9.2. If these Placement Guarantee conditions are not met, the Placement Guarantee is null and void.
- 9.3. If we are unable to find a suitable replacement candidate after having had a 4-week exclusive period, we will then either continue to try and find a replacement or credit your account to the value of the Placement Fee paid. The credit will remain valid for a period of no longer than 12 months from the date it is raised.
- 9.4. This Placement Guarantee is valid for a period up to 6 months from the date of the termination date and as this relates to a specific position description we reserve the right to negotiate our replacement terms should changes occur in the role originally recruiter for.
- 9.5. Placement Guarantees can only be called on once per placement.
- 9.6. There is no Placement Guarantee on a fixed term contract.

10. Termination and Breach

- 10.1. Either party may terminate this Agreement if: (a) the other party commits a material breach of the Agreement and such breach is not remedied within 14 days, or (b) any proceedings related to insolvency is taken against the other party or the other party makes any arrangement or composition with creditors.
- 10.2. MES may terminate this Agreement if full payment is overdue by more than 14 days.

11. Privacy and Confidentiality

- 11.1. 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.
- 11.2. So far as the law allows, you must maintain the confidentiality of any information

that we communicate to you and identify as being confidential. You must not use or disclose confidential information that we communicate to you without our written consent

- 11.3. 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 providing or offering our recruitment services to you; you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.
- 11.4. The following information is expressly identified as being confidential, namely information about;
 - 11.4.1. Your current staff;
 - 11.4.2. Your human resources strategies;
 - 11.4.3. Your systems, procedures and policies;
 - 11.4.4. Your financial position;
 - 11.4.5. Your intellectual property.
- 11.5. We will not disclose or use the above without your express consent.

12. No Warranty

- 12.1. By accepting these terms and conditions you agree that all warranties and representations whether express or implied by law, trade, custom or otherwise are to the extent permitted by law are excluded.

13. Entire Terms and Conditions

- 13.1. This Agreement constitutes the entire agreement and supersedes all prior agreements, representations or statements whether oral or written made by or on behalf of you or us. You acknowledge that, except as set out in this Agreement, you do not enter in this Agreement because of or in reliance on any promise, representation, advice, statement or information of any kind given or offered by us, whether in answer to any enquiry or not.
- 13.2. If any provision of this Agreement is determined by a court to be invalid or void or voidable then the remaining provisions shall not be affected.
- 13.3. No express or implied waiver by either party of any term of this Agreement will constitute a waiver unless in writing and signed by the party agreeing to the waiver.

Temporary Staffing Services

1. Application

- 1.1. This Agreement is between McCormack Employment Services Pty Limited (ABN 70074008138) ('MES/we/our/us'), and the Client organisation and their authorised representatives ('you/your'), and unless varied in writing, specifies the terms upon which we will provide temporary staffing services to you.
- 1.2. For the purposes of this Agreement 'Assignment'

means the on-hire placement of one or more of our Temporary Employees to perform work at your premises or anywhere else specified by you and approved by us.

- 1.3. For the purposes of this Agreement, 'Exclusive/Exclusivity' means not engaging with or approaching other sources to fill the vacancy listed by you with us. This also includes internal advertising of the role and/or internal reshuffling once the recruitment assignment has been listed by you with us.
- 1.4. For the purposes of this Agreement, 'Temporary Employee/Temp/Temps' means any person supplied by us to you to provide contracting or labour on-hire services to you.

2. Our Charges

- 2.1. The fee payable to us by you for Temps is the hourly charge rate (plus GST) agreed to at the time of confirming an Assignment. This rate includes superannuation, workers' comp insurance and payroll tax.
- 2.2. Your booking of our Temp constitutes your acceptance of the hourly charge rate and the terms and conditions in this Agreement.
- 2.3. Our charges will be based on the number of hours our Temp has worked on Assignment, with a minimum daily charge of 5 hours.
- 2.4. Each week you must check that the electronic time sheet relating to your Temp has been filled out accurately and you either approve or reject promptly having initially logged into our Payroll Portal to read and accept these Terms of Business. You will be provided with login details the first time you book a Temp through us. Online/electronic acknowledgements and/or signatures constitute acceptance of these terms. Failure to authorise time sheets does not remove your liability to pay for the hours worked.
- 2.5. You agree to pay all appropriate overtime, allowances and loadings applicable to the Temporary Placement under the relevant Modern Award as calculated by us.
- 2.6. We reserve the right to amend our hourly charge rates by providing you with written notification stating the reason for the amendment and the commencement date.

3. Invoices

- 3.1. You will pay our invoices within 7 days from the date of the invoice. Should you fail to pay on time, because we have paid Temp wages we reserve the right to seek remedy as follows;
- 3.1.1. We may charge you interest calculated daily and compounded monthly at 3% above the base rate of NAB at the date of payment;
- 3.1.2. Stop supply to you;
- 3.1.3. Seek to recover from you any outstanding amounts and the costs involved in taking recovery action.

4. Permanent Employment of our Temporary

- 4.1. If you engage our Temp in any capacity, whether

directly or indirectly (including where the Temp is transferred to another supplier of recruitment services), at any time during the Temps current Assignment or within 12 months after they last worked with you or a subsidiary/affiliated company, you must pay to us the usual permanent Placement Fee in respect of that Temporary Employee.

- 4.2. You agree to notify us immediately if you engage one of our Temporary Employees as per the requirements in Clause 4.1, and to pay the associated Placement Fee to us within 14 days of receipt of the relevant invoice.
- 4.3. No Placement Guarantee applies to permanent employment of a Temporary Employee.
- 4.4. Attractive discounts are available when a Temporary Employee of ours has worked within your organisation for specific minimum periods of time (*Refer Schedule 1*).

5. Our Responsibilities

- 5.1. We are responsible for the following in relation to our Temps whilst on Assignment with you;
- 5.1.1. The payment of all amounts due to our Temp from us under the terms of any relevant industrial instrument, law or contracts;
- 5.1.2. Subject to the conditions of the Assignment, the deduction and/or remittance of all appropriate taxes, including but not limited to income tax, fringe benefits tax and payroll tax, as may be required by law;
- 5.1.3. Workers' compensation under the applicable legislation in the relevant jurisdiction;
- 5.1.4. The payment of superannuation into a superannuation fund of the Temps choice as required by law

6. Your Responsibilities

- 6.1. You acknowledge that we are the supplier of Temps, at your request, to perform the work that you have described in the Assignment description.
- 6.2. Whilst they are on Assignment to you, Temps will be under your supervision and day-to-day control of which you will be held totally responsible.
- 6.3. We reserve all other rights to control the employment relationship of our Temps who are our employees, including the right to terminate the employment relationship for any reason that we think fit.
- 6.4. If you are not satisfied with one of our Temps and seek a replacement, you shall;
- 6.4.1. Speak to us directly about the replacement of our employee;
- 6.4.2. Not communicate anything to our Temp indicating that their on-hire Assignment will be cancelled;
- 6.5. All our workers are covered by a guarantee: four hours for Assignments one week and less and, one day for Assignments longer than one week duration. There will be no charge to you provided

- you notify us in writing within these time frames.
- 6.6. You will provide us with full and accurate information about the job requirements relevant to the Assignment.
 - 6.7. You will not on-hire or re-supply our Temp(s) to any other person or organisation.
 - 6.8. You will not employ our Temp(s) including through competitive advertising of the position except via the payment of the appropriate Placement Fee as per Clause 4.1
 - 6.9. You shall not request our Temp(s) to perform or participate in any work or use any equipment with which they are unfamiliar or in respect of the use of which they are unqualified or have not received adequate training.
 - 6.10. You shall provide our Temp(s) with an induction including the provision of any safety equipment/consumables and/or instructions where appropriate.
 - 6.11. You shall ensure that our Temp(s) are covered by any required insurances including Public Liability whilst working on Assignment with you.
 - 6.12. You shall notify us of any workplace incident that may give rise to a claim by, against or involving our Temp(s).
 - 6.13. You shall report to us any performance issues in relation to our Temp(s) in a written format, so that we can manage the feedback process with them.
- 7. Termination and Breach**
- 7.1. Either party may terminate an Assignment (and this Agreement) upon giving notice and without incurring a liability to the other for reasons which include, but which are not limited to;
 - 7.1.1. Any breach of the conditions of Assignment, or this Agreement; or
 - 7.1.2. Any proceedings related to insolvency.
 - 7.2. We may terminate this Agreement if full payment is overdue by more than 14 days.
- 8. Privacy and Confidentiality**
- 8.1. 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.
 - 8.2. So far as the law allows, you must maintain the confidentiality of any information that we communicate to you and identify as being confidential. You must not use or disclose confidential information that we communicate to you without our written consent
 - 8.3. 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 providing or offering our recruitment services to you; you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.
- 8.4. The following information is expressly identified as being confidential, namely information about;
 - 8.4.1. Your current staff;
 - 8.4.2. Your human resources strategies;
 - 8.4.3. Your systems, procedures and policies;
 - 8.4.4. Your financial position;
 - 8.4.5. Your intellectual property.
 - 8.5. We will not disclose or use the above without your express consent.
- 9. No Warranty**
- 9.1. By accepting these terms and conditions you agree that all warranties and representations whether express or implied by law, trade, custom or otherwise are to the extent permitted by law excluded.
- 10. Entire Terms and Conditions**
- 10.1. This Agreement constitutes the entire agreement and supersedes all prior agreements, representations or statements whether oral or written made by or on behalf of you or us. You acknowledge that, except as set out in this Agreement, you do not enter in this Agreement because of or in reliance on any promise, representation, advice, statement or information of any kind given or offered by us, whether in answer to any enquiry or not.
 - 10.2. If any provision of this Agreement is determined by a court to be invalid or void or voidable then the remaining provisions shall not be affected.
 - 10.3. No express or implied waiver by either party of any term of this Agreement will constitute a waiver unless in writing and signed by the party agreeing to the waiver.
- Assessment & Consulting Services**
- 1. Application**
- 1.1. This Agreement is between McCormack Employment Services Pty Limited (ABN 70074008138) ('MES/we/our/us'), and the Client organisation and their authorised representatives ('you/your'), and unless varied in writing, specifies the terms upon which we will provide assessment and consulting services to you.
 - 1.2. For the purpose of this Agreement "Assessments" refer to the facilitation of candidate assessments (apart from standard assessments included in the Placement Fee) that are agreed by you and paid by you. They apply to;
 - 1.2.1. Additional assessments (Psychometric, Emotional Intelligence, or specialized hard skills testing);
 - 1.2.2. Stand-alone skills assessments requested

by you to be carried out on your short-listed candidates from your independent recruitment processes;

1.2.3. Internal employee assessments for the purpose of staff development, coaching, career & succession planning.

1.3. For the purpose of this Agreement, 'Consulting Services Assignment' refers to the provision of additional tasks and projects associated with recruitment and/or human resources. A Specification Scope (SS) refers to the agreed work to be completed. The associated fees as agreed by both parties will be payable by you.

2. Our Fees and Charges

2.1. Fees for Stand Alone Candidate Assessments;

2.1.1. Hard Skills Capability Assessments will be invoiced at the rate of \$450 per candidate assessed. A maximum of 6 assessments is included. If you request more assessments, additional charges will apply;

2.1.2. Psychometric (Aptitude and Cognitive Abilities testing), Personality Assessments and/or Emotional Intelligence testing will be customised for your needs and agreed to by you and the fee negotiated and agreed to in writing prior to any work commencing;

2.2. Fees for Consulting Services will be invoiced as follows;

2.2.1. If we agree to perform certain work for a fixed price in accordance with an agreed SS. In this case, the SS is binding and additional or previously unspecified work will be added to your account.

2.2.2. A 10% commitment fee is required prior to commencement of fixed price Consulting Services assignments, with progress payments as agreed during the assignment and the balance payable upon completion.

2.2.3. All other Consulting Services will be invoiced at the hourly rate of \$180.00.

2.2.4. Expenses directly associated with the Consulting Services, including travel, meals, accommodation (acceptable to us), materials and equipment costs and appropriate costs for the administrative assistance are payable by you. Should the need arise during the Consulting Services assignment for ancillary services not specified in the SS, their provision shall be subject to agreement before expenditure is incurred.

2.3. GST will be charged in addition to the Consulting Services fees and invoices are payable within 14 days.

3. Our Responsibilities

3.1. We will use our best efforts to complete the Services in accordance with the written SS as far as it is in our control to do so.

3.2. We will exercise the degree of skill, care and diligence normally exercised by members of the

relevant profession performing services of a similar nature.

3.3. We will produce any reports and/or recommendations pursuant to this Agreement for your sole use and we undertake no duty to, nor accept any responsibility to any third party who may rely upon such report or recommendation.

4. Your Responsibilities

4.1. Provide to us in writing timely directions, instructions, decisions and information sufficient to define the Consulting Services required, or any variation thereof.

4.2. If you become aware of any matter which may change the SS of the Consulting Services Assignment, you shall promptly give written notice to us.

5. No Warranty

5.1. We shall not be liable to you (whether in contract, tort or otherwise) for any loss (including but not limited to loss of profits and consequential loss) of any kind whatsoever arising out of the supply of or failure to supply services as set out in the SS.

6. Termination and Breach

6.1. Either party may terminate an Assignment (and this Agreement) upon giving notice and without incurring a liability to the other for reasons which include, but which are not limited to;

6.1.1. Any breach of the conditions of Assignment, or this Agreement; or

6.1.2. Any proceedings related to insolvency.

6.2. We may terminate this Agreement if full payment is overdue by more than 14 days.

7. Privacy and Confidentiality

7.1. 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.

8. Entire Terms and Conditions

8.1. This Agreement constitutes the entire agreement and supersedes all prior agreements, representations or statements whether oral or written made by or on behalf of you or us.

DECLARATION OF AGREEMENT

I warrant that I have read and understand these terms of business and that I am authorised to sign on behalf of the following organisation;

Authorised person's name:

Authorised person's job title:

Organisation name:

Date of Agreement:

Authorised person's signature: