

TERMS & CONDITIONS OF BUSINESS PERMANENT RECRUITMENT



Definitions: Throughout this document, the following definitions apply:

"Introduction" means the giving by Total Quality Recruitment to the Client of any information relating to the Candidate including but not limited to the Candidate's name, academic record, employment history and any written information about the Candidate and shall also include arranging for the Client or its representatives to interview the Candidate. "Introduced" has a corresponding meaning.

"Candidate" means any person introduced to the Client by or through Total Quality Recruitment or its representatives, including any person who has contacted Total Quality Recruitment with a view to seeking employment.

Placement Fee: The introduction of a Candidate to a Client by Total Quality Recruitment will be deemed to be an acceptance by the Client of these terms and conditions. The Client agrees to notify Total Quality Recruitment on the date a Candidate has accepted a position and to pay a placement fee to Total Quality Recruitment within 14 days of the Candidate commencing employment with the Client. The placement fee payable to Total Quality Recruitment by the Client for the introduction of a Candidate, regardless of whether the status of the position is part time or full time, is calculated on the Total Package Value.

The Total Package Value is the total of remuneration in any form including:

- ❖ Base Salary
- ❖ Superannuation
- ❖ Company car or allowances; and
- ❖ Guaranteed Bonuses/Commissions.

Salary Range	Standard Appointment Fee	Retained Appointment Fee
\$0 to \$29,999	10% of gross remuneration	-
\$30,000 to \$49,999	11% of gross remuneration	-
\$50,000 to \$79,999	12% of gross remuneration	10% of gross remuneration
\$80,000 and over	14% of gross remuneration	12% of gross remuneration

Any display advertising specifically requested by the Client, will be charged to the Client immediately following publication and is payable within 14 days. Out of pocket expenses which may be included (such as accommodation, meals and travel) will be agreed with the Client in advance.

In addition to the fee payable by the Client, Total Quality Recruitment will charge the Client goods & services tax (GST) at the applicable rate. GST is payable at the same time as the fee which gives rise to a GST liability.

Replacement Guarantee: If a Candidate recruited through Total Quality Recruitment leaves the Client's employ within three months (13 weeks) of the date of commencement, Total Quality Recruitment will endeavor to find a replacement free of charge. **This replacement guarantee only applies when Total Quality Recruitment fee has been fully paid within fourteen (14) days of the date of invoice,** and Total Quality Recruitment have been notified in writing within seven (7) days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, restructuring, economic circumstances, change of job description or working conditions. The replacement guarantee does not apply if the Candidate is engaged by the Client in a temporary capacity through Total Quality Recruitment immediately prior to the acceptance of a permanent position. The replacement guarantee is not transferable to other placements or recruitment services, and the Client is not entitled to any credit for valid replacement guarantees that the Client does not wish to pursue or which are undertaken by Total Quality Recruitment but not completed. Any additional costs and out of pocket expenses (e.g. advertising) are not included in this replacement guarantee. As the replacement guarantee relates to a specific job description, Total Quality Recruitment reserves the right to negotiate the replacement terms should changes occur in the remuneration package or role originally recruited for. Total Quality Recruitment will be given eight weeks (8 weeks) to source a replacement before a credit can be requested.

Where a replacement is recruited there will be no guarantee period applicable for such a placement.

Should the Client or any subsidiary or associated company of the Client subsequently re-engage the candidate or the use of the candidate, within the period of 12 calendar months from the date of termination a full fee (refer Placement Fee) becomes payable (with no entitlement to a refund).

Responsibilities after Placement: Once a Candidate is placed as an employee with a Client, the Client is the Candidate's employer and has sole responsibility for the employee. Total Quality Recruitment has no liability or obligations in respect of the Client's employee, including, without limitation, in respect of the termination of employment of the employee for any reason by the Client.

Suitability of Candidates: Total Quality Recruitment will endeavor to provide accurate details of the Candidate, but does not accept liability for any loss, expense, damage or delay in connection with the introduction of the Candidate or the Candidate's subsequent employment whether caused by negligence or otherwise. The Client agrees to take up references, satisfy any medical requirements, verify qualifications and conduct interviews as the Client sees fit. The Client will base any decision to employ wholly on its own enquiries and judgement.

Confidentiality: The Client agrees to keep all introductions made by Total Quality Recruitment confidential. All information supplied by Total Quality Recruitment, whether written or verbal, is confidential and should not be disclosed to any other party without the express written consent of Total Quality Recruitment. If the Client is in breach of confidentiality and releases information of the Candidate to any other division or any related or associated company or firm or any other employer who grants employment to the Candidate then the Client shall be liable to pay Total Quality Recruitment the placement fees referred to herein.

Privacy Provisions: I/We agree that for the purpose of processing the account application/permanent placement agreement Total Quality Recruitment may:

- Seek consumer credit information (Sec 18K (1) (b) Privacy Act 1988) and obtain from a credit-reporting agency a credit report containing personal credit about me/us in relation to commercial credit provided by Total Quality Recruitment
- Exchange information with other credit providers (Sec 18N (1) (b) Privacy Act 1988) and obtain personal information about me/us from other credit providers, whose names I/we may have provided for Total Quality Recruitment or that may be named in a credit report, for the purpose of processing the account application for commercial credit, made to Total Quality Recruitment

These terms and conditions and any letter attached to same constitute the entire agreement between the client and Total Quality Recruitment and will only be varied by a document in writing signed by both the Client and Total Quality Recruitment.

I _____ (Print Name and Position Title)

An authorised representative of _____ (Client's Name)

And confirm that I have read, understand and accept these terms and conditions.

Signed _____ Date _____