

Terms and Conditions

1. Engagement

These Terms of Business ("Terms") are between Staffr Pty Limited, ABN 79 628 470 600 ("we/us/our") and yourself, when you accept our services as our client ("you/your").

These Terms will apply to candidates presented by us to you ("candidate(s)").

You will be regarded as having agreed to these Terms if you:

- (a) give us written or verbal instructions to supply candidate(s); or
- (b) interview a candidate we introduced to you; or
- (c) employ or otherwise engage a candidate we introduced to you.

We provide recruitment services relating to the employment of staff (Permanent Recruitment). We provide a Primary Recruitment service (where we perform all recruitment processes for our clients) and Secondary Recruitment service (where we suggest a previously screened, interviewed and reference checked candidate to a client). Other services may be provided, but these terms relate specifically to recruitment.

Terms used in this document are defined as follows:

Business	the primary entity we contact with to recruit a suitable candidate.
Company/Companies	entities other than the primary entity.
You	the representative of the Business.
Candidate	any applicant for the Job that we present to you.
Primary Recruitment Fee	the fee payable for recruitment services where we advertise the Job as well as source candidates and screen them.
Secondary Recruitment Fee	the fee payable for recruitment services where we present a candidate to You for a position you did not engage us to recruit for
Job	the paid position of regular employment You engage us to recruit a suitable candidate for.

2. Permanent Recruitment

2.1 Primary Recruitment Service

- 2.1.1 We will utilise our skills and experience to locate suitable candidates for your job. Candidates' details will be forwarded to you as our screening processes are completed.
- 2.1.2 You agree to review and contact each candidate within two (2) business days to make an interview appointment with them, to be held within five (5) business days.
- 2.1.3 You agree to notify us immediately:
 - When you have made an appointment with the candidate, including the date and time of that appointment.
 - If you decide not to interview the candidate.

- If you choose not to employ the candidate.
- If you choose to employ the candidate.

2.1.4 You acknowledge that the Primary Recruitment Fee is in payment of our efforts on your behalf along with placement of a candidate. Should you choose not to employ any of the candidates we put forward to you within a reasonable time, the Primary Recruitment Fee is still payable.

Payment is due as follows:

Upon engagement of our services	20%
Upon acceptance of the Job & Candidate Profile	40%
Upon engagement of a candidate	40%

however other payment terms may be negotiated.

2.1.5 Should you agree to employ a candidate within 45 business days of their presentation by us to you, you will be liable for payment of the Primary Recruitment Fee.

2.1.6 We guarantee our candidate for a period of five (5) working days. If the candidate no longer works for your business or any associated company, or other companies owned or managed by you or any other owner of the business after five (5) working days, we will continue to source and find one (1) replacement candidate.

2.2 Secondary Recruitment Service

2.2.1 We will provide you with the details of one (1) suitable candidate for an Exclusive Period of two (2) business days. During that time, you agree to contact the candidate and make an interview appointment with them, to be held within five (5) working days of the beginning of the Exclusive Period.

2.2.2 You agree to notify us immediately in writing:

- When you have made an appointment with the candidate, including the date and time of that appointment.
- If you decide not to interview the candidate.
- If you choose not to employ the candidate.
- If you choose to employ the candidate.

2.2.3 Should you agree to employ the candidate within 45 business days of the beginning of the Exclusive Period, you will be liable for payment of the Outbound Recruitment Fee.

2.2.4 The Secondary Recruitment Fee is due and payable immediately on engagement of a candidate.

2.3 Your Employee

2.3.1 Any candidate employed by you in accordance with these Terms is your employee and you are responsible under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia for:

(a) All of the entitlements of the candidate, including but not limited to payment of salary, annual leave, personal/carer's leave, and long service leave (Employee Entitlements); and

(b) All of the obligations of an employer, including but not limited to obligations contained under the *Fair Work Act 2009 (Cth)* or relevant state Industrial legislation (Employer Obligations), in relation to that candidate.

2.3.2 We will contact the candidate regularly following commencement of their employment with you during business hours.

2.4 Fees and Payment

- 2.4.1 You must pay us fees relating to Primary and Secondary Recruitment Services (*Fee*) in accordance with these Terms.
- 2.4.2 You acknowledge that you must pay us the Fee according to the terms of section 2.1 for Primary Recruitment and 2.2 for Secondary Recruitment.
- 2.4.3 Part-time Permanent Recruitment placements will not be pro-rated and will be charged at the same rate as full-time Permanent Recruitment placements.
- 2.4.4 Where a candidate we put forward advises you that they have accepted another position, we will provide a replacement candidate SO LONG AS the candidate was contacted within 2 business day of our presenting the candidate to you.
- 2.4.5 You acknowledge that there are no warranties available apart from the warranties granted under the *Trade Practices Act 1974 (Cth)*.

3. General Provisions

3.1 No Warranties and Indemnities

- 3.1.1 Although we will conduct interviews and submit details of candidates we believe are appropriate to the job specification you provide, we make no warranty as to the suitability of any candidate to a particular position. You are responsible for ensuring the candidate is suitable to the position to which they are appointed.
- 3.1.2 We will provide a replacement guarantee as follows:
- Basic recruitment and retention package – Five (5) working days
 - Advanced recruitment and retention package – Three (3) months
 - Secondary recruitment – No guarantee
- 3.1.2 Notwithstanding any other provision of these Terms, we are not liable for any loss suffered by you arising from the introduction of any candidate, any delays in the recruitment process, any errors, omissions or inaccuracies in the information provided to us by third parties, including (but not limited to) information as to a candidate's qualifications and experience and information contained in a candidate's reference, the failure of a candidate to accept an offer of employment, the failure of a candidate to perform their obligations under your employment or control, or any actions or omissions of a candidate. We shall have no liability (whether for breach of contract, under indemnity, negligence, common law, tort, equity, under statute or in restitution, or on any other legal or equitable basis) to you for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss. Otherwise, our maximum aggregate liability (whether for breach of contract, under indemnity, negligence, common law, tort, equity, under statute or in restitution, or on any other legal or equitable basis) to you is limited to the fees paid to us by you.

3.2 Confidentiality & Privacy

- 3.2.1 Introductions made by us are confidential, and you may not disclose to any other party any information relating to the introduction, the candidate or their subsequent employment without our express written consent.
- 3.2.2 You agree to comply with the provisions of the *Privacy Act (Cth) 1988* regarding the use of personal information and will not use personal information except for the purpose of considering a candidate for an assignment.

3.3 Goods & Services Tax

Unless otherwise noted, all fees (including advertising and expenses) quoted by us and payable under these Terms are exclusive of GST, which we will add to our invoice at the prevailing rate.

3.4 Variation

When executed upon, this Agreement may only be amended or supplemented in writing signed by the Parties. Prior to execution by means outlined in Section 1, these terms may be varied without notice.

3.5 Severability

Any provision in these Terms that is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

3.6 Governing Law

These Terms are governed by the laws of the State of Queensland. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Queensland.
