



# PERMANENT & FIXED TERM CONTRACT RECRUITMENT CLIENT AGREEMENT

## 1. INTERPRETATION

- a. In this agreement:
  - i. "this agreement" means these terms and conditions.
  - ii. "the Company" means People Intelligence Recruitment Pty Ltd.
  - iii. "the Client" means the party to whom Candidates are introduced pursuant to this agreement.
  - iv. "Candidate" means any person introduced by the Company to the Client with a view to that person's employment by the Client pursuant to this agreement.
  - v. "Engagement" includes the appointment, engagement, employment or use of the Candidate in any capacity by the Client or any entity related to the Client on any basis following the Candidate's introduction to the Client by the Company. "Engages" shall be construed accordingly.
  - vi. "Introduction" of a Candidate by the Company includes the provision by the Company to the Client of a curriculum vitae or any other information that identifies the Candidate. "Introduced" shall be construed accordingly.
  - vii. "Remuneration" in relation to any Engagement means the total first year's remuneration including all salary, guaranteed payments, superannuation and other taxable emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where a serviced or expensed vehicle is provided, it shall be valued as a salary component at \$15,000.00 per annum. Where remuneration is by commission only, the remuneration shall be deemed to be the Candidate's earnings within the preceding twelve (12) months including any guaranteed payments.
- b. Headings are inserted in this agreement for convenience and do not affect its interpretation.
- c. Failure by the Company to insist upon strict performance of any term of this agreement shall not be deemed a waiver thereof or of any rights the Company may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.
- d. This agreement contains the whole of the terms of the agreement between the Company and the Client with regard to the recruitment services provided for in this agreement, and all prior terms, conditions and arrangements made or referred to prior to the execution hereof are superseded and made void and of no effect save as to remedy any omission in this agreement.
- e. No variation from the terms of this agreement shall take effect unless in writing and executed by the Client and a Manager or Managing Director of the Company.
- f. Any term or part of any term that would have the effect of rendering all or any part of this agreement void, voidable or otherwise unenforceable shall be severed and the remaining parts of the agreement shall not be affected.
- g. The laws applicable to this agreement are the laws of New South Wales and Australia. With regard to any matter not of federal jurisdiction, the parties submit to the exclusive jurisdiction of New South Wales Courts, and further acknowledge that any proceedings relating to this agreement commenced in any Court of appropriate jurisdiction within the Sydney Metropolitan Area have been commenced in an appropriate Court and shall not seek any change of venue.

## 2. RECRUITMENT

- a. The Company shall introduce Candidates to the Client. The Company shall endeavour to ensure the suitability of Candidates introduced by it to the Client.
- b. The parties agree it is the Client's responsibility to confirm the suitability of any Candidate and to make any necessary

inquiries with regard to any qualifications or references provided by any Candidate before engaging the said Candidate.

- c. It is agreed that the Company is not be held responsible for matters which cannot reasonably be expected to have been within its knowledge in relation to the Candidate, or which could have been discovered by the Client undertaking reasonable investigations into the Candidate.

## 3. RECRUITMENT FEES

- a. Without limitation to any other provision of this agreement, the Client shall be liable to pay a recruitment fee to the Company in the following circumstances:
  - i. Where the Client engages a Candidate in any capacity as a result of the introduction of the Candidate to the Client by the Company.
  - ii. Where the Client, or any person in the employ of the Client, refers a Candidate introduced by the Company to a third party, and that third party engages the Candidate in any capacity.
  - iii. Without limitation to the above, where the Client at any time within six (6) months of the introduction or engagement of a Candidate introduced by the Company to the Client (whichever is later), engages or re-engages the said Candidate, and the Client has not paid a fee that has not been refunded to the Company in relation to the engagement of that Candidate.
- b. Where a recruitment fee is to be paid, it is to be calculated as follows, either:

### Fixed Fee

If a Candidate is introduced to the Client by way of the PiQ section of the Company's website then the fixed fee stated in the Candidate's profile will be charged.

If a Candidate is introduced to the Client by any other method then fees will be calculated as follows:

Annual Remuneration	Fee
Under \$100,000	17.5% of annual remuneration
\$100,001 plus	20% of annual remuneration

Further discounts are offered for multiple vacancies

- c. Where an amount is payable pursuant to the above clause, but the engagement is for a fixed term of less than 9 months, a lower fee shall be charged as follows:

Length of Engagement	Fee
Under 90 days	40% of usual fee
91 to 180 days	60% of usual fee
181 to 270 days	80% of usual fee

- d. Where an engagement is extended before its termination, or the engaged Candidate engaged further by the Client within 6 months of the termination of the engagement, then the Client shall pay to the Company the amount that would have been payable had all extensions or further engagements been a part of the initial engagement, less any amount already paid to the Company in respect of the engagement.

## 4. CREDIT PERIOD

- a. The Client shall be entitled to a credit where the engagement of a Candidate is terminated where:
  - i. The Client has paid the Company's invoice in respect of the said engagement within 7 days of it being rendered by the Company; and
  - ii. The engagement of the Candidate was not one to which clause 3(a)(ii) of this agreement applied; and

- iii. The date of the termination (being the date on which the Candidate ceased working for the Client) is less than 13 weeks after the commencement of the engagement; and
  - iv. The Candidate's engagement is terminated by reason of the Candidate's misconduct or negligence, or the resignation of the Candidate; and
  - v. The Client notifies the Company in writing of the termination of the engagement within 7 days of its termination; and
  - vi. The engagement is not a fixed term engagement.
- b. The Client shall only be entitled to a credit pursuant to the above clause where the Client has strictly complied with all requirements of the clause.
- c. Where the Client is entitled to a credit, the credit shall be calculated as follows:
- | Number of Completed Weeks     | % of Fee Credited |
|-------------------------------|-------------------|
| 0 to 4 weeks                  | 100%              |
| More than 4 weeks to 8 weeks  | 50%               |
| More than 8 weeks to 13 weeks | 25%               |
- d. Any credit due to the Client pursuant to the above clause shall be in the form of a credit that may be applied to any future fees payable by the Client to the Company. The credit shall not be paid in cash, and may not be set off against any recruitment fee owing in relation to the engagement that was terminated and gave rise to the said credit.

**5. PAYMENT**

- a. The Company shall invoice the Client for any fees to be paid by the Client, and any invoice shall be payable within 7 days of the same being rendered.
- b. Any invoice rendered shall include GST and any tax other applicable at the time of presentation of the invoice.
- c. All invoices are to be paid in Australian Dollars regardless of where the engagement occurs. Where an invoice amount is to be calculated by reference to an amount in a currency other than Australian Dollars, it shall be converted into Australian Dollars at the opening Commonwealth Bank telegraphic transfer rate on the day of the said invoice.

**6. NON-PAYMENT**

- a. If payment of any invoice is not made within the 7 day period the Client shall pay interest to the Company on the amount due in respect of such invoice at a rate of 7% plus the RBA cash target rate as published from time to time, accruing daily and compounding on the first day of each month.
- b. In the event that the Company engages the service of any mercantile agency or solicitor to effect collection of any amounts due to the Company under this agreement then all expenses and charges in the recovery of the debt, including legal fees on an indemnity basis shall be borne by the Client.

**7. EXCLUSIVITY AND CONFIDENTIALITY**

- a. The Client is not to disclose to any third party any information relating to a Candidate without the express consent of the Company.
- b. The Client is not to contact any personal or work references, or otherwise contact any other person to confirm any details of a Candidate without the express consent of the Company.
- c. The Client is not to communicate, either directly or indirectly, with any Candidate for any reason, including for the purposes of offering an engagement to the Candidate, except through the Company's offices or with the express consent of the Company.
- d. Without limitation to the above, the Client shall notify the Company immediately upon the engagement, or upon the offering of an engagement, of any Candidate by the Client, and in doing so advise the Company of the Candidate's remuneration, or offered remuneration, and provide the Company with a copy of any documents evidencing the Candidate's remuneration if requested to do so by the Company.

**8. LIABILITY AND INDEMNITY**

- a. The parties agree that no warranty or representation, either express or implied, is given by the Company in respect of the suitability of any Candidate, and the Company shall not be liable for the failure of any Candidate to perform or comply with the Client's terms of employment or engagement, or for any loss suffered by the Client or any other party arising out of the introduction of the Candidate or the Candidate's engagement by the Client.

- b. The Client warrants that there will be no health and safety risk to any Candidates while working for the Client, and in the event that there is any such risk, the Client will notify the Company in writing of the nature of such risks and the steps that have been taken to minimise them.
- c. Without limitation to the above, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:
  - i. Any loss suffered or incurred by a Candidate as a result of any act or omission of the Client;
  - ii. Any loss suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts or omissions of a Candidate, whether wilful, reckless, fraudulent, negligent, dishonest or otherwise;
  - iii. Any loss suffered or incurred by the Company as a result of any act, omission or breach of this agreement by the Client, including any legal expenses incurred by the Company consequent to any breach on an indemnity basis.

The parties agree that each of the above indemnities are cumulative, and that none shall be read as limiting, impliedly or otherwise, any other.

**9. NOTICES**

- a. Service of any document by either party upon the other shall be by letter forwarded by hand, by courier, or by prepaid post to the registered or usual business office of the other party in business hours, or such other location as the other party may from time to time nominate in writing, or by facsimile or email to such number or address as the party may nominate in writing. Service of a document shall be deemed to occur:
  - i. Where a document is served by hand or by courier, at the time of delivery of the document.
  - ii. Where a document is served by prepaid post, at 5pm on the third clear business days after postage.
  - iii. Where a document is served by facsimile or email, at 5pm on the day of dispatch, unless dispatched after 4pm in which case the document shall be deemed served at 5pm on the following day.

**10. ACCEPTANCE**

- a. By authorising the Company to commence work on an assignment or by the Client interviewing a Candidate for employment or by the Client agreeing to engage or make of use of such a Candidate in any position of employment or work, the Client is deemed to have accepted these Terms and Conditions.

For and on Behalf of **People Intelligence Recruitment Pty Ltd**

Name: .....

Position: .....

Signature: .....

Date: .....

For and on Behalf of **the Client**

Name: .....

Position: .....

Company: .....

Signature: .....

Date: .....