

TERMS & CONDITIONS OF BUSINESS



LABOUR HIRE

The hire of labour from Job Connect Recruitment Pty Ltd shall be taken as an acceptance of and agreement to these Terms & Conditions of Business.

All rates invoiced to the Client are inclusive of worker's compensation, payroll tax, superannuation, annual leave entitlements, sick pay and public liability insurance.

All relevant award or site agreement conditions will apply, with Job Connect Recruitment Pty Ltd paying its employees and invoicing the Client accordingly.

Job Connect Recruitment Pty Ltd will pay its employees and invoice Clients based on the hours depicted on the timesheets forwarded by the Client. It is the Client's responsibility to ensure that all timesheets are checked for accuracy and authorised by the appropriate person.

All rates and conditions invoiced to Clients are subject to change when affected by a variation in Award or Site Agreement conditions or statutory employment costs, and will be adjusted from the implementation date.

The minimum daily hire for a Job Connect Recruitment Pty Ltd employee is 4 hours. The Client must provide Job Connect Recruitment Pty Ltd with not less than 4 hours notice of cancellation of any order for employees.

The Client is obligated to ensure any working environment, in which a Job Connect Recruitment Pty Ltd employee works during the period of the Engagement is safe, including ensuring any plant or equipment a Job Connect Recruitment Pty Ltd employee uses is safe. Without limiting the generality of this obligation the Client agrees that it shall:

- establish safe work procedures;
- provide an induction to site, and communicate safe work procedures to each employee;
- comply with safety standards;
- provide direct supervision to employees in the performance of their duties.
- maintain plant and equipment; and
- comply with all applicable health or safety legislation or regulations.

THE CLIENT will indemnify Job Connect Recruitment Pty Ltd for any claims against Job Connect Recruitment Pty Ltd due to THE CLIENT failing to comply with above.

The Client agrees that it will not request a Job Connect Recruitment Pty Ltd employee to engage in any work or use any equipment that the employee is unfamiliar with, unqualified to use or perform, or has not received adequate training for.

The Client agrees that it will immediately notify Job Connect Recruitment Pty Ltd of any planned variation in the duties of an employee, or if an employee suffers an injury in the performance of services under an assignment.

You acknowledge that we are not performing the services set out in the assignment description; but are instead the supplier of our workers, at your request, to perform the work that you have described in the assignment description.

Because our workers work under your control, supervision and direction:

- (i) Subject to sub-paragraph (ii) of this sub-clause, 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 workers (including their servants or agents) whilst they are working under your control, supervision or direction.
- (ii) Sub-paragraph (i) of this sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury.

If the Client wishes to engage any Job Connect Recruitment Pty Ltd employee, whether on a permanent or casual basis, at any time within three months after completion of any assignment, a permanent placement fee will apply and be invoiced to the Client.

The client will be invoiced weekly, with **payment to be made in 14 days from the date of invoice**. GST will be applicable on invoices. This amount will be individually itemised on the invoice.

Clients Initials:..... Date:.....

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PERMANENT RECRUITMENT

Definitions: Throughout this document, the following definitions apply:

"Introduction" means the giving by Job Connect Recruitment Pty Ltd 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 Job Connect Recruitment Pty Ltd or its representatives, including any person who has contacted Job Connect Recruitment Pty Ltd with a view to seeking employment.

Placement Fee: The introduction of a Candidate to a Client by Job Connect Recruitment Pty Ltd will be deemed to be an acceptance by the Client of these terms and conditions. The Client agrees to notify Job Connect Recruitment Pty Ltd on the date a Candidate has accepted a position and to pay a placement fee to Job Connect Recruitment Pty Ltd within 14 days of the Candidate commencing employment with the Client. The placement fee payable to Job Connect Recruitment Pty Ltd 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

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, Job Connect Recruitment Pty Ltd 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 Job Connect Recruitment Pty Ltd leaves the Client's employ within three months (13 weeks) of the date of commencement, Job Connect Recruitment Pty Ltd will endeavor to find a replacement free of charge. **This replacement guarantee only applies when Job Connect Recruitment Pty Ltd fee has been fully paid within fourteen (14) days of the date of invoice,** and Job Connect Recruitment Pty Ltd 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 Job Connect Recruitment Pty Ltd 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 Job Connect Recruitment Pty Ltd but not completed. Any additional costs and out of pocket expenses (eg. advertising) are not included in this replacement guarantee. As the replacement guarantee relates to a specific job description, Job Connect Recruitment Pty Ltd reserves the right to negotiate the replacement terms should changes occur in the remuneration package or role originally recruited for. Job Connect Recruitment Pty Ltd 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. Job Connect Recruitment Pty Ltd 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: Job Connect Recruitment Pty Ltd 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 judgment.

Confidentiality: The Client agrees to keep all introductions made by Job Connect Recruitment Pty Ltd confidential. All information supplied by Job Connect Recruitment Pty Ltd Recruitment, whether written or verbal, is confidential and should not be disclosed to any other party without the express written consent of Job Connect Recruitment Pty Ltd. 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 Job Connect Recruitment Pty Ltd the placement fees referred to herein.

Privacy Provisions: I/We agree that for the purpose of processing the account application/permanent placement agreement Job Connect Recruitment Pty Ltd 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 Job Connect Recruitment Pty Ltd
- 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 Job Connect Recruitment Pty Ltd or that may be named in a credit report, for the purpose of processing the account application for commercial credit, made to Job Connect Recruitment Pty Ltd

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

I/we have read and agree to the Job Connect Recruitment Pty Ltd Terms and Conditions of Business as stated above.

Signed for and on behalf of _____ (Company name)

By authorised person _____ (Print full name)

Signature _____ Position Title _____

Date _____