



## TERMS AND CONDITIONS - PERMANENT STAFF

The Andersen Partnership is a trading name of Stirling Andersen Pty Ltd ABN 58 137 109 525 (hereafter "TAP"), an accounting and insurance specialist recruitment business operating across Australian and New Zealand.

TAP Permanent Placement charge rates are as follows;

Salary Package	Placement Fee	Replacement Period
Up to \$99,999	18%	3 Months
\$100,000 - \$149,999	22%	6 Months
\$150,000 plus	25%	6 Months
Search Assignments	25%	6 Months
Overseas Placements	30%	6 Months

**Part Time Positions:** Our selection process is equally as in-depth and thorough for Part Time positions. Consequently, the Permanent Placement Fee Schedule will apply to Part Time roles where the salary level will be equated to that of a full time role and will be calculated using the guidelines above.

**Fixed Term Contracts** will be calculated at **25%** of the annual salary package and Candidates will be considered a TAP Contractor. It should be noted that an additional fee will be incurred for each and every time a contract is renewed or extended and that a Permanent Fee will be charged as per the Fee Schedule above should the Candidate be offered a permanent position.

**Temp to Perm Conditions:** Should a Client decide to make a TAP Contractor a permanent staff member, the Permanent Placement fees above are applicable. Should a Client directly employ as temporary staff any current or former member of TAP's temporary staff within twelve months of TAP's booking being completed, a fee of \$150.00 per day shall be charged for each day employed. Should a Client employ as permanent staff any current or former member of TAP's temporary staff within 12 months of TAP's booking being completed the appropriate Permanent Placement fee is payable.

Time served	Discount to Permanent Placement fee
0-3 months	0%
3-6 months	10%
6-9 months	20%
9 months +	35%

**All fees** are payable within 14 days of the successful Candidate's acceptance of the offer and signing that letter of offer which will include complete details of the salary package and start date. Fees are calculated as a percentage of the Candidate's gross annual Salary Package.

**Replacement Policy:** should a placed Candidate leave their employer within the replacement period, and the replacement conditions below are all observed, then TAP will endeavour to replace the position for the Client. The replacement must be used within 12 months of the Candidate termination date and may only be used for a like-for-like replacement of the same role in the same State or Territory of employment, unless agreed otherwise.

The Replacement Policy is only valid if the following conditions are met: the relevant Placement invoice is settled within 14 days and providing that termination is not a result of retrenchment, retirement, pregnancy, disability or death.

Should the Placement Fee of the replacement Candidate exceed the Placement value of the original Candidate, TAP will calculate and on-charge to the Client the additional Placement Fee based on the new Salary Package.

**Prices exclusive of GST:** Unless otherwise stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.



## **TERMS AND CONDITIONS – TEMPORARY AND CONTRACTS**

### **Introduction**

The agreement between us in each matter in which you ask us to provide a Worker(s) to you on Temporary or Contract Assignment consists of these general terms and conditions.

### **Provision of Services**

We will use our reasonable endeavours to ensure that the Worker(s) temporarily assigned to you perform work to the best of the skill and ability of the Worker(s) for your benefit in a timely manner.

We will use our reasonable endeavours to ensure that any Worker(s) temporarily assigned to you has a reasonable standard of skill and experience to perform the work you require of them.

### **Temporary Placement Charges**

Temporary Placement charge rates are to be agreed between TAP and the Client on each engagement for temporary assignments, unless agreed otherwise.

The agreed charge rates will be based on standard working hours only. TAP may vary the rates when necessary in order to comply with relevant statutory legislation and regulations which include, but are not limited to, overtime rates, shift penalties and public holiday rates.

Invoices will be issued based on the agreed rates plus GST.

### **Timesheet and Payment of Fee**

We will ensure that the Worker(s) maintain a timesheet on a weekly basis recording the number of hours worked. The timesheet will be countersigned by the Client's contact person or other authorised representative at the end of each week.

We will render invoices on a weekly basis for the work performed by the Worker(s). Invoices issued by TAP for the provision of Temporary or Contract Assignments are payable within 7 days.

### **Insurance**

We will maintain during the period of any Temporary or Contract Assignment of the Worker(s) to you:

- (1) Workers' compensation insurance cover as required by law; and
- (2) public liability insurance cover,

in relation to such Worker(s).

### **Termination**

The agreement between us terminates automatically without either party needing to give notice to the other on the Finish Date.

Either party may terminate the agreement at any time by providing the other party not less than 1 days notice.

We may terminate the agreement immediately without prior notice if you fail or refuse to make any payment to us within 14 days of such payment falling due.

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## **Confidentiality**

If you request us to do so, we will obtain from each Worker and provide to you a deed in a form which has been prepared by us, by which the Worker makes an assignment, accepts obligations and makes acknowledgments as to your intellectual property, agrees to deliver up to you your documents and agrees to protect your confidential information.

## **Workers**

We will not be liable for any loss, expense, damage, delay, costs or compensation, direct or indirect, which arises from any failure to provide any particular Worker to you or from the dishonesty, misconduct, lack of skill or negligence of any Worker assigned to you.

Where a Worker assigned to you is approached and offered permanent employment within 12 months of the commencement of their engagement, then a Permanent fee will be payable by you. This fee will be calculated on the basis of our Terms and Conditions for Permanent staff but a discount will apply according to the length of time the Worker has been assigned to you on a temporary basis. The discount applicable is set out below

<b>Time served</b>	<b>Discount to Permanent Placement Fee</b>
0-3 months	0%
3-6 months	10%
6-9 months	20%
9 months +	35%



## **TERMS AND CONDITIONS OF BUSINESS**

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## Terms and Conditions of Business

These terms and conditions of business apply where TAP introduces a Candidate to the Client for a Permanent Placement, Temporary or Contract Assignment.

The interview and/or employment of a Candidate introduced by TAP to the Client shall be deemed acceptance of these Terms and Conditions by the Client.

The following words have these meanings in these terms and conditions unless the contrary intention appears.

### 1. Definitions

- (1) "**Accepts**" means the earlier of either a letter of engagement, or commencement of employment with the Client.
- (2) "**Candidate**" means any person(s) registered with TAP who has been introduced to the Client for a Permanent Placement and/or Temporary or Contract Assignment.
- (3) "**Client**" means any person or entity to which TAP provides services.
- (4) "**Default Rate**" means  $x + 5\%$  per annum where  $x$  is the interest rate quoted by Macquarie Bank as to its published overdraft rate or, should there ceased to be a published rate, a rate which the Bank designates as being the appropriate substituted for the published rate (substitute rate).
- (5) "**Fee Schedule**" means the Fee Schedule annexed to these Terms and Conditions.
- (6) "**GST**" means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charges.
- (7) "**GST Law**" has the meaning given to that term in a New Tax System (Goods and Services Tax) Act 1999 or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.
- (8) "**GST Amount**" means in relation to a payment, an amount arrived at by multiplying the payment (or the relevant part of a payment if only part of the payment is the consideration for the taxable supply) by the appropriate rate of GST (being 10% when the GST Law commences).
- (9) "**Permanent Placement**" means when a Candidate accepts a full time position with a Client.
- (10) "**Recruitment Fees**" means the fees payable by the Client to TAP in accordance with the attached Fee Schedule.
- (11) "**Retainer Assignment**" means the provision of an exclusive recruitment search service as agreed with the Client. Placement Fees will be calculated in line with the Fee Schedule and payable by way of an initial instalment, interim instalment & final instalment on Completion.
- (12) "**Salary Package**" refers to the annual Candidate remuneration and includes base salary, superannuation, any annual leave loading, guaranteed bonuses and commissions. Should a motor vehicle be provided as part of the salary package, TAP will value this at the amount stated in the employment contract, if no value has been assigned TAP will value the vehicle at \$15,000 p.a.
- (13) "**Temporary or Contract Assignment**" means the provision of a Worker to the Client to perform services as required by the Client.
- (14) "**Terms and Conditions**" means these terms and conditions.
- (15) "**Worker**" means any employee of TAP or independent contractor introduced to the Client by TAP to perform Temporary or Contract Assignments.



## 2. Rules of Interpretation

### 2.1 Interpretation

(1) Reference to:

- (a) one gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- (d) a party includes the party's executors, administrators, successors and permitted assigns;
- (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
- (f) money is in Australian dollars, unless otherwise stated.

(2) "Including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings are for convenience only and do not form part of these Terms and Conditions or affect its interpretation.

(5) A provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms and Conditions or the inclusion of the provision in these Terms and Conditions.

(6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## 3. Terms and Conditions

(1) Recruitment Fees for Permanent Placements due to TAP are due and payable by the Client immediately after the Candidate introduced by TAP Accepts a permanent position with the Client. Recruitment Fees for Permanent Placements are calculated in accordance with the Recruitment Fee Schedule above. All Permanent Placement fees are payable within 14 days of the successful Candidate's Acceptance of the offer and signing that letter of offer which will include complete details of the Salary Package and start date.

Invoices for the provision of Temporary or Contract Assignments will be issued on a weekly basis and are payable within 7 days of invoice date.

(2) Where agreed first with the Client, advertising expenses incurred by TAP are payable by the Client immediately upon invoice. Cancellations will be accepted providing sufficient time is given to TAP to claim a full refund from the advertising provider. All related artwork and production charges are payable by the Client to TAP upon invoice. Copyright in all artwork and advertisements remains the property of TAP.

(3) The Recruitment Fee Schedule has been set or determined without regard to the impact of GST. The whole or any part of the payment of the Recruitment Fees is in and other out of pocket expenses a consideration for a taxable supply, the GST amount in respect of any such payment must be paid to TAP as an additional amount either concurrently with the payment or otherwise agreed in writing.

(4) Overdue accounts will be subject to interest at the Default Rate applied to the amount of the invoice per month or part of the month. TAP also reserves the right to on-charge to the Client any costs incurred by TAP resulting from the collection of overdue Client account balances including legal and third party debt collection expenses.

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(5) Where agreed first with the Client, out of pocket expenses which are incurred by the Candidate in attending interviews with or on behalf of the Client are payable by the Client.

(6) Where a Candidate has been submitted by TAP to the Client and:

(a) no initial employment results, and;

(b) a Candidate is subsequently employed by the Client within 12 months after the initial introduction by TAP of the Candidate to the Client, or;

(c) the Client introduced a Candidate to a third party resulting in the employment of a Candidate to that third party;

Then, in such cases the Client will pay to TAP its Recruitment Fees for that Candidate calculated in accordance with the Permanent Placement Fee Schedule.

(7) Where TAP accepts a Retainer Assignment and the Client cancels that assignment, the Initial Retainer, advertising and other out of pocket expenses incurred by TAP are payable by the Client. Interim Fee (forming part of the Recruitment Fee) and Completion Fees are not payable until such time as a short list of Candidates has been presented to the Client and interviewing by the Client has commenced. In that event the Interim Fee will become payable.

(8) Where the Client hires an additional Candidate submitted with a short list of Candidates provided by TAP on a retained assignment, full contingency fee at the appropriate rate is payable by the Client to TAP for that Candidate.

(9) No warranty is given by TAP in respect to a Candidate introduced by TAP to the Client. No liability is accepted by TAP for any failure by the Candidate to perform or comply with his or her terms of employment or engagement with the Client. TAP is not liable for any loss, expense, damage of whatsoever nature or kind suffered or incurred by the Client arising out of or connected with the employment by the Client of a Candidate.

As per the attached Fee Schedule, should the employment of any Candidate terminate within a period of either 3 or 6 months (depending on salary), including period of notice, from the date of such employment, TAP shall endeavour to seek a replacement, provided that:

(a) the dismissal is justified or the Candidate leaves of his / her own volition and not due to a marked change in initial role specifications after the Candidate has begun with the client and not due to any redundancy measures; and

(b) the invoice has been settled within fourteen (14) days from the invoice date.

(10) No representation is provided by TAP as to the suitability of a Candidate as an employee of the Client.

(11) TAP is not obliged to ask a Candidate to supply personal or other references relating to past employment or otherwise. If references are supplied by a Candidate to TAP, TAP is not obliged to verify or otherwise establish the validity of such references unless requested so to do by the Client.

(12) TAP is not obliged to verify or otherwise establish the validity of claims by a Candidate as to:

(a) previous employment;

(b) qualification and education;

(c) medical history;

(d) criminal record;

(e) ability to work in Australia.

(13) In the event that any particulars or information provided to TAP by a Candidate or by a third party on behalf of a Candidate are found to be incorrect or otherwise misleading TAP accepts no liability for any loss, damage or costs which may be suffered by the Client as a consequence of those particulars or information provided by TAP to the Client.



#### **4. Severability**

If anything in these Terms and Conditions is unenforceable, illegal or void then it is severed and the rest of the terms and conditions remain in force.

#### **5. Variation**

An amendment or variation to these Terms and Conditions is not effective unless it is in writing and signed by the parties.

#### **6. Waiver**

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

#### **7. Governing Law and Jurisdiction**

(1) The Fee Schedule and Terms and Conditions of business are governed by the State or Territory in which these services are provided.

(2) The parties submit to the exclusive jurisdiction of the State or Territory in which these services are provided and the Federal Court of Australia and agree that any lawsuit must be heard in those Courts.

#### **8. Force Majeure**

The obligations of TAP are suspended during the time and to the extent that TAP is prevented from complying with them by force majeure.