

TERMS & CONDITIONS
AGREEMENT FOR THE PROVISION OF RECRUITMENT SERVICES

1. Acceptance of Terms & Conditions

- 1.1 These Terms and Conditions shall constitute an Agreement between Pursuit People Solutions and the client. These Terms and Conditions become effective when you, our client, return a signed copy of this agreement to us, or engage one of our recommended candidates whether it is permanent or temporary employees, after having received a copy of this document via paper, email or on our website. If any of these terms are held by a Court to be illegal or unenforceable, that term will be severed from all other terms without affecting the validity or enforceability of all other terms.
- 1.2 These terms and conditions can be changed by Pursuit People Solutions without notice. Pursuit People Solutions recommends you review these terms online at www.pursuitrecruitment.com regularly.
- 1.3 If a change is required to these Terms and Conditions by you the client, you must notify Pursuit People Solutions in writing of your intentions before accepting any new referrals or introductions of candidates from Pursuit People Solutions otherwise these Terms and Conditions will be deemed as accepted.

2. Recruitment Process

- 2.1 Upon verbal confirmation of a vacancy and after receiving a signed copy of this agreement from the client, Pursuit People Solutions will immediately undertake to search for, advertise screen and interview suitable candidates. Pre-selected candidates will be reference checked to validate their technical competencies, qualifications and previous performance and presented to the client for first stage interviews.
- 2.2 The client accepts full responsibility for the final selection of the successful candidate.

3. Advertising

- 3.1 Where agreed and set out below, Pursuit People Solutions will advertise the position(s) in the following newspapers and magazines and you agree to reimburse Pursuit People Solutions for the costs detailed below within 7 days of receipt of invoice:

Newspaper/Magazine	Date	Estimated	Cost	(plus	GST)

4. Schedule of Fees for Recruitment

- 4.1 For all placements the fee is based on a percentage (%) of the total annual remuneration package of the successful candidate, inclusive of superannuation and any other allowances or regular bonuses such as for vehicle or travel (where applicable).

Total Remuneration Package	Fee for Services (% of TRP + GST)
Minimum Placement Fee (conditions apply)	\$4,500
Up to \$39,000	12%
Between \$40,000 - \$69,000	15%
\$70,000 upwards	18%

- 4.2 A placement fee is payable for all Pursuit People Solutions candidates who accept a permanent position with you. An invoice will be issued on the same day as the candidate accepts the position and must be paid no later than seven (7) days from the date of invoice.
- 4.3 Any claim or dispute raised does not entitle the client to set off against or withhold payment for the placement fee of any candidate placed by Pursuit People Solutions, as all placements are covered by our replacement guarantee as per clause 5.
- 4.4 If full payment is overdue by more than 7 days or any proceedings related to insolvency is taken or you make any arrangement or composition with creditors then we may treat ourselves as being discharged from this agreement and (without prejudice to any other remedy) any fees will become immediately due and payable and the replacement guarantee will be invalid.
- 4.5 We will not be responsible for any delays caused by or in any way related to or arising out of any cause outside our reasonable control. Delays due to force majeure do not relieve you from the obligation to pay for services already provided.
- 4.6 A retainer fee will apply to all appointments over \$200,000. The retainer fee will be calculated as one third of the total placement fee which is to be paid at the time of the commissioning of the assignment. The remainder of the fee will be invoiced on the date of commencement of the permanent placement.
- 4.7 Press advertising, unless otherwise negotiated, will be paid for by the client. If Pursuit People Solutions are working on the role then the client will be invoiced for the full amount of advertising plus 10% admin fee. If PPS are not working on the role and acting as a mailbox only then the client will be invoiced for the full amount of advertising plus 30-50% fee admin fee.
- 4.8 Transferring a temporary employee over to permanent employment will attract a standard permanent placement fee as outlined in this agreement. However a discounted fee may be negotiated after the temporary employee has been on assignment with the client for a period of six (6) months or more. A replacement guarantee will not apply to such placements.
- 4.9 The fee for the placement of a permanent part-time employee will be calculated as per the above fee schedule, and based on the full-time equivalent salary.
- 4.10 We reserve the right to charge a fee if work is undertaken by us on a position that is subsequently withdrawn or cancelled after a short-list of candidates has been presented to you.
- 4.11 Dates quoted for supply are given in good faith and are approximate only. All warranties and representations whether express or implied by law, trade, custom or otherwise are to the extent permitted by law excluded.
- 4.12 You acknowledge that no intellectual property is conveyed or vests in you or any other person pursuant to this agreement.

5. Replacement Guarantee

- 5.1 If a candidate you have recruited through us leaves your employment within six (6) months of the date of commencement, we will endeavor to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid with seven (7) days from the date on the invoice, and we have been notified in writing within seven (7) days of the occurrence of a termination, providing the termination is for reasons other than retrenchment change of job description or working conditions. This replacement guarantee is valid for a period of up to six (6) months from termination date and as the replacement guarantee is valid for a period up to six (6) months from termination date and as the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should changes occur in the role originally recruited for and is non- transferrable.
- 5.2 The client is not entitled to a refund or credit in respect of any guarantee not taken up by the Client or undertaken but not fulfilled by Pursuit. However all additional costs including but not limited to advertising, travel, couriers and other out of pocket expenses are not included in this guarantee and will be invoiced at cost plus GST. If the replacement guarantee has not been utilised within three (3) months of the candidate leaving, the offer will be rescinded. Where a replacement is recruited there will be no guarantee period applicable for such a placement. For the avoidance of doubt there is no replacement guarantee on a fixed term placement. Where a placement is recruited for there will be no guarantee period applicable for such a placement. For the avoidance of doubt there is no replacement guarantee on a fixed term placement.
- 5.3 The acceptance of candidate details or interviewing of a candidate or engagement of a candidate introduced by us, or the passing to any other person or organisation of personal information pertaining to a candidate introduced to you by us, will amount to your acceptance of the Terms and Conditions. No variation can be made to these terms without the written consent of a Director of Pursuit People Solutions.

- 5.4 You must notify us immediately where a candidate who we have introduced to your organisation accepts an engagement with you. Once you agree to engage a candidate introduced by us for any position within your organisation, even if the introduction is made indirectly, whether as an employee or in any other capacity, within thirteen months of the initial introduction, you agree to pay us an amount calculated in accordance with the fee schedule below. A candidate introduced indirectly includes anyone introduced by another candidate who had themselves been introduced by us in the previous thirteen months.
- 5.5 Introductions are confidential. Should an introduction result in the engagement of a candidate, either as an employee or any other capacity, to any other division or any related or associated company or firm, or any other employer you will be liable to pay us a fee calculated in accordance with the fee schedule as if the candidate has been engaged by you.
- 5.6 Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 13 calendar months from the date of termination a full fee in accordance with 2.4 becomes payable (with no entitlement to a refund).
- 5.7 Should you choose to advertise through seek yourself and recruit a candidate for this position during our terms of engagement. The replacement guarantee will be invalid. Should you decide to employ a replacement candidate directly Pursuit will deem the replacement recruitment assignment credit to have been used irrespective of whether the candidate is offered a permanent position or not. A guarantee does not apply to the replacement candidate.
- 6. Introductions**
- 6.1 Pursuit People Solutions defines a candidate introduction as the referral of candidate's personal particulars to the client. This includes the receipt of resumes via email or in writing.
- 6.2 Should the client engage a candidate, introduced to the client by Pursuit People Solutions within a period of thirteen (13) months from the date of introductions either through its own resources or through another recruitment agency, the client will be liable to pay to Pursuit People Solutions the full placement fee as per this agreement.
- 6.3 The Introduction period of a candidate will become active upon receiving of the candidates personal particulars, the end of an assignment or the re-submission of that candidate to the client.
- 7. Privacy**
- 7.1 All candidate information provided to the client as a short list is confidential, as per the Privacy Act of 1988. The details of all unsuccessful candidates must be disposed of by the client once the successful candidate has been chosen.
- 8. Relationships**
- 8.1 All temporary candidates on Pursuit People Solutions database have completed the Pursuit People Solutions recruitment process.
- 8.2 All temporary candidates are assigned under the supervisions and control of the client. Any acts, errors and omissions of these candidates are they willful, negligent or otherwise for the duration of the assignment are the responsibility of the client. Pursuit People Solutions cannot accept the responsibility for any claim, error, loss, expense or damage caused through any misconduct, dishonesty or lack of skills by submitted or successful candidates.
- 8.3 If the client wishes to transition one of our candidates from temporary to permanent employment the client will speak first directly to Pursuit People Solutions. A placement fee will apply (as per clause 4.1). A guarantee will not apply to such placements.
- 8.4 If the client is not satisfied with the candidate provided by Pursuit People Solutions and wants a replacement, the client will first speak directly with Pursuit People Solutions about the replacement.
- 9. Fees and Employment Conditions**
- 9.1 Pursuit People Solutions will inform the client of the hourly charge rate applicable to the particular assignment prior to the commencement of the assignment unless otherwise indicated the fees and or rates and all other consideration for any supply made under these terms and conditions are exclusive of any GST.
- 9.2 Pursuit People Solutions are responsible for the payment of all temporary employees and for all deductions and payments of statutory levies including income and payroll tax, leave loading, superannuation, workers compensation, professional indemnity and public liability.
- 9.3 Pursuit People Solutions pays its temporary employees on a weekly basis and therefore the client will be invoiced weekly. Full payment of invoices must be paid within seven (7) days from the date of invoice.
- 9.4 Temporary employees are paid on the provision of a timesheet, signed by an approved client representative.
- 9.5 Where Pursuit People Solutions is required to pay penalty rates, these will be included in the charge to the client.
- 9.6 Pursuit People Solutions reserves the right to negotiate pay rates for temporary employees.
- 9.7 Pursuit People Solutions rates are subject to change when necessitated by such factors as statutory increases. Pursuit People Solutions will endeavor wherever possible to notify the client of these changes in advance.
- 9.8 The minimum charge for any booking or for any day shall be four (4) hours. If the period of engagement of the temporary employee extends beyond the anticipated duration, all conditions will continue unchanged unless varied in writing and agreed to by both Pursuit People Solutions and the client.
- 9.9 If a client employs a Pursuit People Solutions candidate within twelve (12) months of their last assignment through their own means or another recruitment agency, a permanent placement fee will be charged, payable within seven (7) days of invoice. No guarantee applies to such placement.
- 9.10 The client agrees not to on-hire or re-supplies Pursuit People Solutions temporary employees to any other person or organisation.
- 9.11 Time is of the essence in relation to payment and we may require earlier payment or cash upon delivery of the services if your credit worthiness becomes uncertain. All payments must be made in full without any set off or deduction whatsoever. If you fail to pay on time then without prejudice to any other remedy we may; cancel or suspend supply of temporary employees, set off any other payments you have made against amounts due; charge you interest calculated daily and compounded monthly at 2% above the base rate of NAB at the date of payment and the costs of recovery (including on a full indemnity basis and legal costs).
- 9.12 Liquidation clause: You the "client" In the event of our client's foreclosure, liquidation, bankruptcy voluntary or involuntary closure regardless of what you are or were trading as will unconditionally make Pursuit People Solutions statutorily preferred in the order of payment. All total wages and entitlements owed to Pursuit will not be seen as invoices but as wages and will be paid in full including and in accordance with all taxes superannuation and mandatory charges.
- 10. Occupational Health & Safety**
- 10.1 The safety of the temporary employee is the joint responsibility of the client and Pursuit People Solutions. All parties must work together to ensure a working environment free from hazards and risks to the health and safety of the temporary employee.
- 10.2 The client is required to advise Pursuit People Solutions immediately if there is any change in job description, work required or safety consideration of the temporary.
- 10.3 The client is required to report all workplace mishaps, incidents, near misses, injuries, illnesses, dangerous occurrences and hazardous conditions to Pursuit People Solutions and demonstrate that appropriate action has been taken to reduce or where possible eliminate workplace hazards.
- 10.4 The client agrees to induct the temporary employee into their workplace and instruct them on how to perform their job safely.
- 11. Cancellation of either Temporary or Permanent Staff**
- 11.1 Any cancellation of an assignment by the client must be advised to Pursuit at least 24 hours before the assignment is due to commence or if this is not possible as practicable.

