

Parties

These Terms of Business are between Appoint and its Client each time Appoint provides recruitment services to a Client.

Acceptance of Terms of Business

The client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel or employing or engaging personnel introduced by Appoint for a Permanent position offered by the Client, or for a Contract Assignment with the Client.

Variation to Terms of Business

Any variation to the Terms of Business must be mutually agreed by both parties in writing.

Definitions

- **“Candidate”** means any person who has sought or obtained placement by Appoint in (i) Permanent or fixed term employment with a Client of Appoint, or (ii) by way of a contract assignment with a Client of Appoint.
- **“Client”** means any person or body to which Appoint provides services and any Client Related Entity.
- **“Client Related Entity”** means any entity connected with the Client including (i) an entity with the common interest in an economic enterprise, for example, a related body corporate (as the term is defined in Corporations Law) or a joint venture partner, or (ii) another government department or organisation within the public sector.
- **“Contractor Assignment”** means the provision of either an independent Contractor, or an On-Hire Employee to carry out contract assignment for a Client of Appoint.
- **“Fixed Term”** means any person who has accepted or obtained placement by Appoint on a fixed term basis with a Client of Appoint. A Fixed Term Placement is employed by the Client and the Client takes responsibility for payroll and legislative requirements.
- **“Appoint”** means Appoint Pty Ltd (ABN 34 612 236 361) and any Appoint Related Entity.
- **“Appoint Related Entity”** means any entity connected to Appoint by a common interest in an economic enterprise, for example, a related body corporate (as that terms in defined in Corporations Law) or a joint venture partner.
- **“Temporary Employee”** means any entity engaged by Appoint to carry out a contract assignment with a Client of Appoint, who is engaged as an independent contractor or payrolled by Appoint. They are usually charged on an hourly, daily or project basis, which is dependent on the project and negotiated prior to the commencement of each assignment or specific project.
- **“Permanent”** means any person who has accepted or obtained Permanent employment with the Client.
- **“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.
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- **“Privacy Laws”** means Privacy Act (Cth 1988 (an amendments including the Privacy Amendment (Private Sector) Act 2000 (Cth).
- **“Standard Fee Structure”** means the standard Appoint fee structure.

1. Fees

1.1 All fees are strictly payable within seven days of the invoice date.

Fees for Permanent Assignments, Fixed Term Assignments and Buy-outs

- 1.2 Progressive Assignment (Mandated Assignment) – The Client has requested an exclusive service to seek Candidates.
- 1.3 Search – Means the identification of potential Candidates by Appoint and/or the Client and the targeting and direct approach of such Candidates by Appoint.
- 1.4 The placement fee for the two options above is per the Standard Fee Structure and is payable as follows:
- A) One – third of the estimated fee upon acceptance of the assignment;
 - B) One – third of the total estimated fee upon presentation of the shortlisted Candidates;
 - C) The balance is payable upon successful completion of the assignment, which occurs as soon as an offer has been made and accepted by the successful Candidate.
- 1.5 Standard Contingent Permanent Assignment – The Client is seeking candidates but is not necessarily seeking an exclusive search. The fee is per the Standard Fee Structure.
- 1.6 Fixed Term Placement (up to 6 months) – The placement fee for a Fixed Term placement is agreed in writing between the parties. Further fees will apply should the Candidate extend beyond the initial contract period.
- 1.7 Buy-Out – Where a Temporary Employee is transferred to a Permanent or other employment status (or contracts directly), with the Client or any person or body to whom the client has introduced the Temporary Employee, the Client will be charged a fee based on the Standard Fee Structure.
- 1.8 Invoicing for the final amount in relation to the completion of a Contingent Assignment, Fixed Term Placement or Buy-out will take place as soon as the offer has been made and accepted by the successful candidate.
- 1.9 Permanent placement, fixed term placements and buy-outs are calculated according to the Standard Fee Structure as a percentage of the Candidate's commencing annual remuneration package which includes base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement payments, anticipated commission and bonus earnings and non-salary benefits such as the provision of a motor vehicle. A car included in the package will be assessed at \$15,000. The value of other non-salary benefits will be taken into account and agreed between Appoint and the Client. Where a Candidate is placed in a Permanent role on a part-time basis the salary for calculating the permanent fee will be on the basis of a full-time equivalent.

Consultancy Fee

1.10 A consultancy fee of \$5,000 shall be payable by the Client to Appoint in circumstances where Appoint has provided the Client with a shortlist of candidates for a position and that position is subsequently withdrawn, altered or filled internally.

Fees for Contract Assignments

1.11 The fee will be negotiated prior to the commencement of each Contact Assignment or specific project. The fee is based on the standard rate that would be paid to the Temporary Employee. Or their nominated representative, based on the standard working hours only. All payments to the Temporary Employee will be subject to PAYG withholding unless otherwise agreed in advance in accordance to Appoint policies and ATO guidelines.

1.12 Appoint may vary the fee at the time (including retrospectively) without notice in light of the following:

- A) Changes to the CPI or market rates
- B) Overtime rates, shift penalties, allowances or other rates payable pursuant to any award or agreement or rate of pay set by Fair Work Australia (or other relevant body) applicable to the On-Hire Employee;

C) Insurances, insurance premiums, or any statutory changes, levies, taxes or other payments Appoint is lawfully required to make or for which Appoint may become liable in respect of providing a Temporary Employee under these Terms of Business.

- 1.13 The Client must pay the fee to Appoint according to the number of hours worked by the Temporary Employee, or their nominated representative for the Client. Invoices are produced weekly based on the actual hours worked by the Temporary Employee as evidenced by an authorised timesheet.
- 1.14 The Client must make all necessary arrangements with the Temporary Employee for authorising and reimbursing expenses.

2. Permanent Placements – General Provisions

Replacement Guarantee

- 2.1 If the requirements set out in this clause are met, then Appoint shall extend a replacement guarantee for Candidates recruited and placed as Permanent employees with the Client.
- 2.2 This guarantee means that if the successful Candidate ceases employment with the client within three months of commencement of such employment, and the requirements set forth below are met, Appoint will endeavour to find a replacement Candidate for the position without charging additional placement fees.
- 2.3 The replacement guarantee only applies if:
- A) All fees, charges and expenses owing by the Client in respect of the placement of the original Candidate have been paid in full in accordance with the payment terms set forth in these Terms of Business, and the Client has no other amounts outstanding to Appoint.
 - B) The request to replace the Candidate is given exclusively to Appoint.
 - C) Appoint is notified as soon as practicable that the Client wishes to invoke the guarantee, and in any event within the Guarantee Period;
 - D) The original job description and assignment specification does not alter; and
 - E) There is not an unreasonable delay (3 months maximum) by the Client in instructing Appoint to source the replacement Candidate.
- 2.4 The replacement guarantee does not apply:
- A) If the Candidate's employment ceases for reasons beyond Appoint's control such as redundancy, restructuring, economic circumstances, company closure, change of management or substantial change from the original job description; or
 - B) If the Candidate is engaged by the Client in a Temporary Employee capacity through Appoint immediately prior to the acceptance of a Permanent position with that Client; or
 - C) To replacement Candidates provided under this clause.
- 2.5 The replacement guarantee is not transferrable to other placements or recruitment services, and the Client is not entitled to any credit or refund for replacement guarantees that the Client does not wish to pursue or which are undertaken by Appoint but not completed.
- 2.6 If the remuneration package of the replacement Candidate increases from the original Candidate, the invoiced amount will be adjusted appropriately.

Responsibility after Permanent Placement

- 2.7 Once a Candidate is placed as an employee with the Client, the Client is the Candidate's employer and has sole responsibility for the employee. Appoint has no liability or obligations in respect to the Client's employee, including, without limitation, in respect of the termination or employment of the employee for any reason by the Client. This also applies to Fixed Term Placements.

3. Contract Assignments – General Provisions

- 3.1 Appoint can provide Temporary Employees as required by the Client to provide services in accordance with these Terms of Business and the verbal or written job specifications given by the Client for a particular Contract Assignment. If Appoint issues an assignment letter for a particular assignment, the provisions of the letter operate in conjunction with these Terms of Business; the Assignment letter prevails (to the extent of that difference).
- 3.2 Temporary Employees are available for assignments of varying duration to suit the needs of the Client. However, with respect to Candidates engaged on a temporary basis, there is a minimum booking of 4 or more consecutive hours, and if the Temporary Employee is engaged for less than 4 hours the minimum of 4 hours will be billed.

Appoint Responsibilities in Relation to On-Hire Employees

- 3.3 Appoint has the following responsibilities in relation to Temporary Employees (where applicable):
- A) Payment of remuneration;
 - B) Deduction of all appropriate taxation required by the ATO;
 - C) Workers' compensation payments;
 - D) Superannuation guarantee charges; and
 - E) Payroll tax

Client's Responsibilities in relation to Contract Assignments

- 3.4 The Client has direct supervision and management of the Temporary in performance of each Contract Assignment for the Client. The Client directly controls the conditions under which the assignment is performed, and the outcome of the Temporary Employee.
- 3.5 The Client is responsible for ensuring the health and safety of the Temporary Employee providing services to the Client and at the Client's premises, and must satisfy all its obligations in relation to the Temporary Employee under the applicable occupational health and safety and discrimination legislation.
- 3.6 The responsibility for protecting the Client's confidential information and intellectual property lies solely with the Client. Appoint is not liable for any claim arising from the Client's confidential information and intellectual property.
- 3.7 The Client is responsible for ensuring that the Temporary Employee is adequately covered by any insurance policy held by the Client in respect of the Client's business.

Cancellation of Contract Assignment

- 3.8 If the Client wishes to cancel a Contract Assignment prior to the scheduled commencement of the assignment, The Client must notify Appoint in sufficient time for Appoint to advise the Temporary Employee of the cancellation.
- 3.9 If Appoint are unable to advise the Temporary Employee prior to the scheduled commencement of the assignment, the Client must pay Appoint for the minimum booking of 4 hours.

Approaches to On-Hire Employees or Independent Contractors

- 3.10 If a Client makes an offer of permanent employment to a Temporary Employee who is performing an assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the Temporary Employee accepts, the Client must pay to Appoint the Permanent placement fee in respect of the Temporary Employee in accordance with Appoint's Standard Fee Structure.

- 3.11 If a Client makes an offer of further or different Contract Assignment to a Temporary Employee who is performing or carrying out the assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the Temporary Employee accepts, the Client must pay Appoint for that assignment in accordance with these Terms of Business.
- 3.12 The fees payable under this clause are due and payable within 7 days of the Temporary Employee commencing employment or the new assignment.

4. General Terms

Introduction of Candidates

- 4.1 Appoint treats the introduction of Candidates and their details as strictly confidential, and therefore expects the Client to do the same.
- 4.2 The Placement Fee shall be payable where Appoint introduces a candidate to you (whether directly, indirectly or in any other capacity) and that candidate accepts an offer of employment by the Client, or any affiliated or related company of the Client (including any other company which the Client refers the candidate to) within twelve (12) months of the initial introduction by Appoint.

Liability and Indemnities

- 4.3 Appoint makes every effort to maintain a high standard of Candidates and to provide proper details of their qualifications and experience. However, as these details are based on the information provided to Appoint by the Candidate, their referees, and other third party organisations as relevant, Appoint is not liable for any errors, omissions, inaccuracies or incorrect conclusions. Clients are responsible for the final recruitment decision and must satisfy themselves to the suitability of the Candidate.
- 4.4 Appoint is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the Client, or for which the Client may become liable arising from:
- A) The introduction of Appoint Candidates (or a delay in any such introduction); or
 - B) The failure of a Candidate to accept an offer of employment or Contract Assignment.
- 4.5 The Client indemnifies Appoint (and keeps Appoint indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:
- A) The actions or omissions of a Candidate, performing an assignment for the Client, whether wilful or negligent and whether or not occurring at the Client's premises or the place where the assignment is performed;
 - B) Any failure or alleged failure of a Candidate, to duly perform his or her obligations;
 - C) Personal injury or death of a Candidate; or any other person howsoever arising from, or related to the performance of the Candidate of his or her obligations; and
 - D) Damage to any property arising from or related to the performance by a Candidate, of his or her obligations;
 - E) Any omission, inaccuracy or conduct of the Client in relation to the recruitment services.
- 4.6 The Client further indemnifies Appoint (and keeps Appoint indemnified) on a full indemnity basis in respect of all claims relating to the Candidate's assignment with the Client, including but not limited to termination of the assignment by the Client.

Goods and Services Tax (GST)

- 4.7 All fees payable under these Terms of Business are exclusive of GST.



Privacy

4.8 The Client agrees to comply with the terms of the Privacy Laws regarding personal information and not to use personal information except for the purposes of engaging or considering a Candidate to provide services to the Client. The Client must ensure that before disclosing any personal information to Appoint the Client is entitled to disclose that information and without taking any further steps as required by the Privacy Laws Appoint may use and disclose such information for the purpose of providing recruitment services under these Terms of Business. If the Client becomes aware of any breach or alleged breach of the Privacy Laws concerning information disclosed by Appoint to the Client or by the Client to Appoint, then the Client must notify Appoint immediately and comply with any reasonable directions of Appoint with respect to such a breach.

Other Client Obligations

4.9 The Client must notify Appoint as soon as the Client makes an offer of employment to the Candidate introduced to the Client by Appoint and must provide details of that offer.

Acceptance

4.10 If the Client interviews a candidate referred by Appoint than they have accepted and agreed to the stated Terms of Business herein.

5. Fees

Fee Structure

5.1 Contact Appoint to discuss current standard fee structure.