

## TERMS AND CONDITIONS OF BUSINESS: LOCAL RECRUITMENT

### 1. Definitions and Interpretations

In this general Agreement, the following words have the following meaning except where the context otherwise requires:-

"SA" means Australian Combined Resources Pty Ltd ACN 104 475 587 & Skill Up Australia Pty Ltd ACN 123 933 228, Australian Combined Resources & Skill Up Australia;

"Business Day" means a day of which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in Melbourne excluding Saturdays and Sundays;

"Candidate" is a person introduced by SA to the Client;

"Client" means the client of SA and includes any related corporation of the Client within the meaning of s50 of the Corporation Act 2001;

"Introduce" includes notifying the Client that a Candidate is available for engagement by the Client.

"Local Recruitment" means recruitment that is conducted end to end only in Australia.

### 2. Inconsistency

These terms and conditions, unless otherwise agreed in writing by SA, govern the relationship between SA and the Client. If the Client and SA enter into any other formal Agreement, these terms and conditions will form part of such other formal Agreement provided however if there is any inconsistency between these terms and conditions and the other formal Agreement, the terms of the other formal Agreement will prevail to the extent of such discrepancy. These terms and conditions cannot be modified or varied without the prior written consent of SA. Unless otherwise agreed in writing by SA, these terms and conditions apply on and from the date of the engagement by the Client of SA in any manner whatsoever for and on behalf of the Client.

### 3. Reasonable Care

SA will take reasonable care in supplying a Candidate to the Client with the apparent ability to carry out the services required by the Client.

### 4. Provision of Information

SA requests all Candidates to provide information on their qualifications, experience and skills and SA uses reasonable endeavours so as to provide suitable Candidates to the Client based on this information. If requested by the Client, SA will provide the Client with details of the qualifications and references of the Candidate. The Client agrees that SA shall not be liable if the Candidate or his or her references have provided inaccurate, misleading or fraudulent information regarding the Candidates qualifications, experience and skills. The Client acknowledges that it is the Client's sole responsibility to make the final assessment as to the suitability of any Candidate introduced by SA and as to whether such Candidate has the necessary skills, qualities and the capabilities to perform the services requested by the Client.

### 5. Safe Work Place

The Client will at all times and at its own cost provide a safe place of work for the Candidate and comply with all Statutory requirements and maintain legally required occupational health and safety standards for the working environment of the Candidate. The Client will be responsible for obtaining any work and other permits and ensuring that the Candidate satisfies any medical requirements or other qualifications.

### 6. Engagement of Client and Payment

The Client will notify SA in writing immediately upon engaging any Candidate introduced by SA, or upon a third party engagement of a Candidate as a result of an introduction of such Candidate by the Client to the third party, and will provide SA immediately on request with all such information as SA may require to enable SA to calculate the fees and charges payable by the Client to SA. All invoices issued by SA to the Client will be payable by the Client within five (5) Business Days of the date of the invoice.

If the Client does not pay any monies to SA when such monies are due and payable, then in addition to any other rights that SA may have, the Client will pay interest to SA at the rate being 4% higher than the rate prescribed by Section 2 of the Penalty Interest Rates Act (Vic) and SA may discontinue the services of the Candidate to the Client for any period that such monies are due and payable.

### 7. Reasonable Restriction

The Client agrees that it will not, without the prior written consent from SA, within twelve (12) months after the introduction of the Candidate to the Client or within twelve (12) months after the last day that the Candidate provided services to the Client, whichever is the latter, as a principal or for any other person, induce, solicit, canvass or encourage or attempt to solicit, induce, canvass or encourage the Candidate to provide services directly or indirectly to the Client.



The Client acknowledges and agrees that given the nature of the business of SA, the restrictions contained in these terms and conditions are reasonable and the only effective, fair and reasonable manner in which the interests of SA can be protected.

8. Permanent Fees

Notwithstanding clause 7 of these terms and conditions, if within twelve (12) months after the introduction of the Candidate to the Client or within twelve (12) months after the last day that the Candidate provided services to the Client, whichever is the later, the Client (any third party who engages a Candidate as a result of an introduction of such Candidate by the Client to the third party) wishes to and does engage the Candidate in any capacity whatsoever (including whether permanent, part time or temporary, as employee or independent Candidate) or to provide services directly to the Client, the Client will immediately notify SA in writing of that fact and of the total salary package payable to the Candidate and the Client will pay to SA the "permanent fee" as set out below:-

- (a) If the salary package (as defined below) is less than \$80,000.00, the fee is 15% of the total salary package;
- (b) If the total salary package (as defined below) is \$80,000.00 or greater but less than \$120,000.00, the permanent fee payable is 17% of the total salary package; or
- (c) If the salary package (as defined below) is \$120,000.00 or more, the permanent fee payable is 22.5% of the total salary package.

"The total salary package "includes without limitation salary, bonuses, commissions, vehicle allowances, loans, superannuation, health insurance and any other benefit of whatsoever nature payable to the Candidate in the first twelve (12) months of the Candidate's service with the Client.

If the Client fails to or is unwilling to supply the details of the total salary package to SA or fails to notify SA of the engagement of the Candidate or if the total salary package is not able to be calculated, the permanent fee payable by the Client to SA is to be calculated by SA based on what SA considers applicable in accordance with the prevailing total salary package in the market for an employee in a substantially similar position as the Candidate engaged by the Client.

9. Time Sheet

The Client will pay the hourly contract rate of SA ("the fees") for all hours worked by the Candidate and will promptly sign weekly times sheets of the Candidate in order to enable the Candidate to forward such time sheets immediately to SA. The failure to sign or forward times sheets will not preclude SA from charging in full for time worked by the Candidate calculated by SA as SA deems appropriate.

All reasonable costs and expenses incurred by SA or the Candidate in providing the services to the Client will be itemised on SA 's invoice in addition to the fees that would be payable by the Client to SA and are payable in the same manner as the fees are payable.

10. Limitation of Liability

To the extent permitted by law, SA will not be liable to the Client, or to any party who deals with the Client, for any loss or damage of whatsoever nature, direct or indirectly, including without limitation loss of profits or other consequential loss, howsoever caused whether arising from directly or indirectly as a result of the engagement of the Candidate with the Client, or with the failure of the Candidate to report to work at any time, or as a result of the services provided by the Candidate to the Client, or the negligence, misconduct or lack of skill of any Candidate or as a result of the conduct of the Candidate's personnel.

The Client agrees to indemnify and keep SA its officers, directors, employees, Candidates and agent indemnified from and against all losses, damages, claims or expenses of any nature whatsoever, including legal fees and expenses on a solicitor and client basis, incurred or suffered by SA that relate in any manner whatsoever to the engagement of the Candidate with the Client or to the services provided by the Candidate to the Client or to the failure of the Candidate to report to work at any time or to the negligence misconduct or lack of skill of the Candidate or to the conduct of the Candidate's personnel.

11. GST

Prices quoted are exclusive of GST (as defined in Clause 13.2) and of any local, State or Commonwealth taxes, charges or levies that might apply in the place or country of purchase or supply, all of which are to be added to the price and a payable by the Customer.

If any GST (within the meaning of the *A New System (Goods and Services Tax) Act 1999* (as amended from time to time), ("GST") is payable by any party ("the supplying party") in respect of any supply to the other party, then the other party is to also pay to the supplying party the amount of such GST.



Any obligation on a party to pay GST is conditional on that party receiving at the time of payment of the GST a valid tax invoice for the supply.

12. Confidentiality

The Client agrees that, except as required by law, the terms and conditions of this Agreement, of any other Agreement between the Client and SA and of any matters or transactions that are discussed between the Client and SA in relation to the matters contemplated by this Agreement, will be kept strictly confidential and not disclosed to any person without the prior written consent of SA.

13. Advertising

The Client-paid advertising agreed to by the Client will be charged and invoiced to the Client directly by the advertising company. All invoicing for Client-paid advertising will be charged to the Client immediately after the expense has been incurred.

14. Executive Search

In relation to Executive searches, a fee will be negotiated with the Client on an assignment basis prior to the commencement of the assignment.

15. Replacement

Guarantee periods do not apply to contract and temporary placements. In the event of the Candidate leaving the employment of the Client, except for retrenchment, change of job specification, harassment or any breach of anti discrimination legislation of the Candidate, within twelve (12) weeks of commencing employment with the Client, SA agrees to use reasonable endeavours to provide a suitable replacement at no additional fee provided however the Client has paid SA 's fee for such Candidate within five (5) Business days of the date of SA 's invoice to the Client for such Candidate. If a replacement is not required by the Client, SA will issue a credit note which will be valid for a twelve (12) month period based on the proportion of the twelve (12) week period worked as follows:-

- (a) Leaving employment within four (4) weeks of commencing an assignment, a full credit note will apply;
- (b) Leaving employment within five (5) to twelve (12) weeks of an assignment, a credit note for the same proportion of time unworked will apply.

Please note that SA will not under any circumstances provide or give refunds of any fees paid or payable by the Client.

16. No Set Off

The Client has no right of set-off in respect of any claim that the Client has or may have against SA on any account whatsoever.

17. Governing Law

This Agreement is governed by and must be construed in accordance with the laws in the State of Victoria. The Client submits to the non exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Agreement.