

CONSULTANZ TERMS OF BUSINESS for the INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Company” means ConsultANZ whose registered office is at 43 Bramston Street, Tarragindi, 4121, Brisbane

“Candidate” means the person introduced by the Company to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and members of the Company’s own staff;

“Client” means the person, firm or corporate body together with any subsidiary or associated Company to which the Candidate is introduced;

“Engagement” means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of services or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Candidate is an officer or employee;

“Introduction” means (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to the Company to search for a Candidate; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate; and which leads to an Engagement of that Candidate;

“Remuneration” includes annual base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, super-annuation, pension, inducement payments, the benefit of a company car and all other payments and taxable (and, where application, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of \$20,000 will be added to the salary in order to calculate the Company’s fee.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms constitute the contract between the Company and the Client and are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.

- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Managing Director or General Manager of the Company or their nominated alternate these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client and supersede any previous terms and conditions between the parties in respect of the supply of permanent or contract staff.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

- 3.1 The Client agrees:
- 3.1.1 To notify the Company immediately of any offer of an Engagement which it makes to the Candidate;
- 3.1.2 To notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Company; and
- 3.1.3 To pay the Company's fee within 7 days of the date of invoice.
- 3.2 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Candidate commences the Engagement or the Candidate accepts the offer of the Engagement whether such an offer shall be conditional or not, whichever occurs first, when the Company will render an invoice to the Client for its fees.
- 3.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 4% per annum above the base rate from time to time at the Commonwealth Bank of Australia from the due date until the date of payment.
- 3.4 The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following Fee Structure on the Remuneration applicable during the first 12 months of the Engagement, whether or not the Engagement is terminated during that period. GST will be charged on the fee if applicable.

Total reparation inc. all taxable recompense per annum	Payment
Up to \$100,000	17%
\$100,001 – 150,000	21%
\$150,001 – 200,000	25%
\$201,000 +	30%

- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause will apply pro-rata subject always, for the purposes of calculation of the fee, to a minimum

of 6 months' Remuneration. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

- 3.6 If the Client subsequently engages or re-engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

3.7 The introduction fee calculated as per Clause 3.4 will be payable in AU \$ or NZ \$ translated from local currency using the mid-market average rate of the week the engagement commences based on the current market rates supplied by Oanda.com. If the Client elects to pay the fee in any other currency we will revise the amount invoiced and the introduction fee will be calculated at 1.5% above the rate previously applicable to the AU \$ or NZ \$ fees to cover any fluctuations of currency value or currency conversion costs incurred by ConsultANZ.

4. REFUNDS

- 4.1 In order to qualify for the following refund, the Client must have complied fully with clause and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engaged (except where the Candidate is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.
- 4.3 Where clause 3.5 applies, in respect of contracts of between 12 weeks 1 day and 6 months in duration the period referred in to in clause 4.2 shall be reduced to 6 weeks. The Client shall not be entitled to any refund where the term of the Engagement is for a fixed term of 12 weeks or less.
- 4.4 In circumstanced where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to refund.
- 4.5 The client shall pay all monies due under these terms within seven (7) days of the date of invoice, if payment has not been received within that time then the Client will negate the option to invoke the refund scheme

5. INTRODUCTIONS

- 5.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client

liable to payment of the Company's fee as set out in clause 3.3 with no entitlement to any refund.

- 5.2 An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company's Introduction.
- 5.3 Where the amount of the actual Remuneration is not known the Company will charge a fee calculated in accordance with clause 3.3 on the minimum level of Remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally for such positions.
- 5.4 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's employment, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4.

6. CANCELLATION FEE

- 6.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of 5% of the Remuneration where the annual Remuneration is \$75,000 or less and 7.5% of the Remuneration where the annual Remuneration is \$75,001 or more.

7. SUITABILITY AND REFERENCES

- 7.1 The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation:
 - 7.1.1 Of the Candidate's identity;
 - 7.1.2 That the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
 - 7.1.3 That the Candidate is willing to work in the position which the Client seeks to fill
- 7.2 At the same time as proposing a Candidate to the Client the Company shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five business days and such information has already been given to the Client.

- 7.3 The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 7.4 The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Company before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required for the arrangement of medical examinations and/or investigations into the medical history of any Candidates, and satisfying any medical and other requirements, Qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 7.6 To enable the Company to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Company:
- 7.6.1 Details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do;
 - 7.6.2 The location and hours of work;
 - 7.6.3 The experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 7.6.4 Any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 7.6.5 Details of the date the Client requires the Candidate to commence and the duration or likely duration of the work;
 - 7.6.6 Details of the minimum rate of Remuneration, expenses and any other benefits that would be offered; and
 - 7.6.7 Details of the intervals of payment of Remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

8. SPECIAL SITUATIONS

- 8.1 Where the Candidate is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill, or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Company will take all reasonably practicable steps to obtain and offer to provide copies of any

relevant qualifications or authorisations of the Candidate, two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Candidate is suitable for the position. If the Company is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

9. LIABILITY

9.1 The Company shall not be liable under any circumstances for any loss, damage, delay costs or compensation (whether direct, indirect or consequential) which is or may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

10. LAW

10.1 These Terms are governed by the law of Australia and are subject to the exclusive jurisdiction of the Courts of Australia.

SCHEDULE: SCALE OF REFUND

1. Where the Candidate leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the Client having complied fully with the conditions in clause 4.1.

Engagements terminating during or at the end of	Refund
Weeks 1 and 2	100%
Weeks 3 to 5	50%
Weeks 6 to 8	30%
Weeks 9 and 10	20%
Weeks 11 and 12	10%

There will be no refund where the Candidate leaves during or after the 13th week of the Engagement.