



terms of business

séléct! 1. adj Chosen for excellence picked, choice; (of society, &c.) exclusive, cautious in admitting members; 2. v.t. Pick out as best or most suitable.



A division of Vedior Asia Pacific Pty Ltd ABN 28 080 275

Vedior

THE ENGAGEMENT OF PERMANENT STAFF

The Terms and Conditions as set out below are applicable to Select Appointments. Select Appointments is a division of Vedior Asia Pacific Pty Limited. The divisions of Vedior Asia Pacific are Select Appointments, Select Teleresources, Select Industrial, Select Accountancy, Select Technical and Engineering, Clayton Ford, Tanner Menzies, Tanner Menzies inc Speakman, Jarrah Consulting, Sapphire Technologies, Rock Resourcing, TPA The Publicity Agency, Interim, Clinical One, MSSA Care Personnel, Twin Hills, Capsecur and Coopers Recruitment.

1. In these Terms of Business "engagement" means employment or use in the following circumstances:
 - i) under a contract of service or for services;
 - ii) under an agency, licence, franchise or partnership; or
 - iii) in a joint venture agreement or arrangement.
2. You will accept these Terms of Business by interviewing a candidate introduced to you by Select Appointments.
3. The fee payable by you to Select Appointments for the introduction of a candidate who subsequently accepts an engagement is calculated as a percentage of the candidate's gross annual salary to be received during the first twelve (12) months. 'Salary' includes all payments, superannuation, bonuses, benefits in kind (including motor vehicle) and any other payment arising from the engagement. The Fee is still payable if the candidate is engaged in a position other than the one originally intended. No charge what so ever is made to the candidate. (GST will be charged wherever it applies).

An invoice will be raised and submitted for payment by you within seven (7) days of the invoice date, upon acceptance of your offer of employment by the candidate.

The recruitment process for part-time positions is identical to that of a full time position. Therefore the fee payable will be calculated according to the gross annual salary package based on full time employment.

4. You must notify Select Appointments immediately you engage a candidate whom we have introduced. You must also inform us of the agreed salary details, including any bonus and benefits in kind.
5. Select Appointments will make every reasonable effort to ensure that our candidates suit your requirements. It is up to you, however, to satisfy yourself as to the candidate's suitability.

Neither Select Appointments nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

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6. Select Appointments does not guarantee that a candidate is available to accept any engagement.

7. **Replacement Guarantee:**

Select Appointments offer a replacement guarantee period of three (3) months from the commencement of the successful candidate's employment. If for any reason (other than redundancy/restructure or any change in the original job specification provided to Select Appointments at the time of the appointment) the employee should resign or be terminated for performance issues within the guarantee period or does not commence employment, Select Appointments undertakes to provide a replacement candidate. The Select Appointments replacement guarantee is only valid for one replacement; thereafter a full placement fee is applicable. The service fee that has been invoiced remains payable regardless of whether the candidate commences employment or not.

Your account will be credited with the original charges and a new invoice will be raised according to the salary of the replacement. A new guarantee will become effective from commencement date of the new employee. Credit to your account applies only to the replacement of permanent employees and can only be used for appointment of a permanent employee by Select Appointments. The credit remains valid from the date of notification to Select Appointments of the resignation or termination of employment. Should the credit not be utilised within 12 months for a replacement candidate, the credit becomes void and is rescinded. Select Appointments contractors hired by the client must be paid for according to the Select Appointments Engagement of Contractors Terms of Business.

For your replacement guarantee to remain in force, your account for fees must be paid within seven (7) days of the invoice date. Accounts not settled within this period remain due and payable but the replacement guarantee does not apply.

If within three (3) calendar months of the termination your organisation, or any associated organisation, re-engages the candidate the full Fee will again become payable.

8. The introduction of a candidate by Select Appointments is confidential. You must not, directly or indirectly, transfer a Select Appointments candidate to any other person, firm or organisation where they are subsequently engaged in a Permanent or Contract position. If this happens you will have to pay Select Appointments the full Fee for the engagement.

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9. As the Select Appointments permanent employee is under your direct control, under no circumstances can Select Appointments be liable for loss, damage or expense suffered or incurred by you or any other person, firm or Company from the introduction or subsequent engagement of a candidate.

10. You will not employ or seek to employ Select Appointments members of staff. If you do engage a member of our staff within six (6) months of their leaving our employment then you will be liable to pay the full Fee just as if this member of staff had been introduced as a Select Appointments candidate.

THE ENGAGEMENT OF CONTRACTORS

1. You will accept the Terms of Business by engaging a Contractor introduced to you by Select Appointments.
2. You will pay Select Appointments prevailing hourly rate or scale of charges advised at the time of the Contractor booking together with any other agreed incidental charges. You will also sign Select Appointments Timesheets to verify the numbers of hours worked. GST will be charged wherever it applies.
3. Select Appointments will submit invoices for charges, and any other appropriate costs, on a weekly basis. The invoices are payable within seven (7) days of the invoice date.
4. Select Appointments will be responsible for the payment of contract payments to the Contractor and deduction and payment of all statutory contributions of Income Tax.
5. Select Appointments is responsible for other required statutory contributions with respect to payroll tax, workers' compensation and superannuation. In New Zealand, Select Appointments is responsible for the payment of the Accident Compensation Commission Levy.
6. Whilst Select Appointments will obtain work permits or medical reports where applicable, Select Appointments cannot be held responsible for the validity of such documents.
7. Every Select Appointments Contractor provided to you is under your responsibility from the time they report to you to take up their duties, and throughout the booking. In this respect you will be responsible for all acts, errors or omissions on the part of the Contractor, whether wilful, negligent or otherwise, and as a result, neither Select Appointments nor anyone acting on our behalf is liable for loss, expense or damage caused by any act or omission of the Contractor.

Furthermore, you will also comply with all statutes, bylaws and legal requirements affecting the Contractor, to which you are subject in respect of your own staff, apart from those specified in Condition 5 above.

When using a Select Appointments Contractor you will indemnify Select Appointments against any costs, claims and liabilities incurred by us arising from the booking apart from those matters specified in Condition 5.

8. Neither Select Appointments nor anyone acting on our behalf accepts liability for any loss, expense, damage or delay from our failure to provide a Contractor for the whole or part of a booking.

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9. You should inform us if you have any complaints regarding the conduct of a Contractor or of any other circumstances which affect the Contractor's ability to perform the assignment to your satisfaction.
10. If the services of the Contractor prove to be unsatisfactory to you we will cancel the charge for time worked by the Contractor provided they leave the assignment immediately and that you give us notice by telephone (followed by written confirmation sent the same day) within the time periods below:
 - a) Within eight (8) hours of the Contractor commencing duties where the booking was for more than eight (8) hours, and
 - b) Within four (4) hours where the booking was for eight (8) hours or less.
11.
 - a) If you directly engage a Contractor during the course of a booking with you or within six months of the completion of the booking then you must pay the full Fee (see Condition 3 and 4 for The Engagement of Permanent Staff).
Similarly you will be liable to pay the full Fee if you in turn introduce the Contractor to another person, firm or organisation who subsequently engages them.
 - b) In the event that the salary cannot be accurately established, the Fee will be 240 times the hourly rate at which the Contractor was last supplied to you.
 - c) Where a Contractor has converted to a Permanent position, Select Appointments will not pay any rebate of the Fee should the engagement be subsequently terminated.
12. If you transfer a Contractor to another consultancy or agent, where that Contractor continues to be engaged by you on a temporary or permanent basis, you agree to the following terms. A transition period of 60 days must be provided. During the transition period the Contractor will continue to be paid by Select Appointments. Once the 60 days has passed, only then can the Contractor be assigned to the new consultancy or agent. A one off release fee will be charged per person of \$2,000.
13. The client acknowledges that any provision of any relevant Award applicable to the Contractor shall be adhered to. Minimum bookings are for four (4) hours and a surcharge may apply to bookings not exceeding twelve (12) hours.

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If overtime and penalty provisions apply under any relevant awards they will be charged to the Client. It is the Client's responsibility to approve any overtime prior to the Contractor carrying out the overtime. Any questions regarding local union and labour laws should be discussed with Select Appointments. If any relevant Award in Australia or New Zealand provides for payment to the Contractor for public holidays, on agreement with the client, Select Appointments retains the right to pass on charges to the client in relation to these awards.

14. Contract Drivers are supplied on the sole understanding that you hold an Operators Licence under the relevant legislation in force at that time.

As far as possible Select Appointments will check Drivers' references and examine driving licences and permits. You, however, must satisfy yourself and take direct responsibility for all statutory duties in respect of these driving licences and permits.

You will also be responsible for Drivers' hours and records, issuing and collecting tachograph cards, maintenance and safety of vehicles, Health and Safety regulations, and Road Traffic and liability insurances. Your insurances will include, but not be limited to, comprehensive insurance for the vehicle to be driven and its' contents.

Upon request you will permit our inspection of your Operators Licence and relevant policies of insurance. To assist you in complying with current legislation Select Appointments will upon request provide information relating to previous Select Appointments' driving assignments carried out by the Contractor in the seven days preceding a booking with yourselves.

- 15 a) All clients have a Duty of Care obligation to the Contractor under the Occupational Health and Safety Act, Regulations, Code of Practices and Australian Standards, as appropriate, to ensure there is the provision of:
- a) a safe workplace;
 - b) a safe work system;
 - c) adequate supervision and training;
 - d) an induction to site and equipment, including amenities and evacuation procedures;
 - e) eliminating hazards and controlling risks to health and safety.
- b) The client agrees to notify Select Appointments of any changes to/of workplace or tasks to be performed by the Contractor.

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- c) The client shall not allow the Contractor to carry out work on a site or on equipment considered unsafe by any party, or where the Contractor does not have the appropriate qualifications or previous experience and has not received adequate training.
- d) The client shall notify Select Appointments of any injuries to the Contractor and notify the relevant Authority of any serious injuries.
- e) The client agrees to hold Select Appointments harmless from any penalty or cost issued against Select Appointments due to the negligence or breach of any statutory obligation by the client.
- f) Select Appointments will take every opportunity to ensure that Contractors adhere to dress standards and present for work wearing the appropriate clothing and footwear (where required). It is the client's responsibility to ensure that the Contractor does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.
- g) Select Appointments, as the Contractor's employer, has the rights and responsibility to act in consultation with the client and Contractor on health and safety within the work environment.

These terms and conditions are deemed to be the basis of our agreement in the provision of Contract and Permanent staff for your organisation. The Management of Select Appointments would like to thank you for the opportunity to demonstrate our services and we look forward to sharing a successful ongoing business relationship in the future.

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read and understand the terms and conditions of trade.

Signed for and on behalf of:
(name of organisation)

Signature: Title:

Name in full: Date:

NO ALTERATION OF THESE TERMS IS ACCEPTABLE
UNLESS CONFIRMED IN WRITING BY ONE OF OUR DIRECTORS