

Standard Terms of Business for Recruitment Services:

Terms of Business

The following terms and conditions shall apply between Careersmith Pty Ltd (Careersmith) and "The Client" in respect of the engagement of any person introduced or presented by Careersmith.

1. A placement fee is payable by the client in respect of any person introduced personally or presented verbally or in writing to the client by Careersmith and who is within twelve (12) months of such introduction or presentation engaged by the client for a contract or permanent role whether or not the appointment is for the position for which the person was originally introduced.
2. The introduction or presentation to the client by Careersmith of any person is strictly confidential and the same placement fee is payable by the client in respect of any such person if the client introduces or presents that person to any other person, firm or company who or which, within twelve (12) months from the date of the Careersmith introduction or presentation to that client, engages that person in a contract or permanent role.
3. The final decision to engage a candidate is the client's alone and Careersmith makes no warranty as to the qualifications, capability, integrity and suitability of the candidate.
4. Careersmith, its servants or agents shall not be liable for any damage or loss sustained by the client if Careersmith is unable to locate any suitable candidate for employment or for any damage or loss (howsoever caused) sustained by the client arising out of, or in connection with, the engagement of any person introduced by Careersmith.
5. The Client shall notify Careersmith of any offer to engage a candidate (on either a contract or permanent basis) made within twelve months of the introduction of the candidate to the Client by Careersmith.

6. FEE STRUCTURE

ARP means Annual Remuneration Package

The ARP includes base salary, allowances, superannuation and benefits that represent cash in alternative forms.

Fee agreement is as follows:

12.5% (plus GST) of ARP for Permanent Hires.

CONTRACTING STAFF

Standard Contract Engagement

Careersmith and the Client will agree a Daily or Hourly rate and White Bay or a White Bay partner will invoice the client based on approved timesheets supplied by the Contractor and signed by the Client.

Careersmith takes no responsibility for the management or direction of contractors and the Client agrees to indemnify Careersmith in respect of any liability, loss or expense incurred by the actions of the contractor.

Should a contractor transition into a permanent role a transition fee of 20% (plus GST) of ARP will be applicable.

Upon agreement of a Contract Engagement Careersmith will issue the Client a contract schedule of services.

Fixed Term Contract (FTC)

Careersmith and the Client will agree an annual salary and the Client will pay the contractor the corresponding prorated monthly amount directly. Careersmith will invoice the Client a prorated Fee. This Fee would be a multiple of 1/12th of the Standard fee (clause 6) for each month that the contractor is engaged.

This Fee is invoiced in full upon acceptance of the candidate. Should a Candidate extend a further invoice would be issued accordingly. The client would not be liable to pay any further fees once the contractor has been working more than 12 months.

7. PERMANENT PLACEMENT GUARANTEE

In a situation where a candidate placed by Careersmith leaves the company within thirteen (13) weeks, Careersmith will endeavour to find a replacement at no additional cost once Careersmith has been notified in writing (either by registered post or email). White Bay will only endeavour to find a direct replacement. In a circumstance where the responsibilities of the role are changed this will be treated as new search and as such will be subject to full fees as per this agreement.

If Careersmith fails to provide a replacement within a 4-week period of being notified, a credit note will be issued of 70% of the original invoice.

Note:

No refund/replacement shall apply in cases where the employment is terminated as a result of redundancy, company restructuring, change of job description after commencement of employment or where a client has not paid the specified fee within the payment terms.

A credit note will only be issued when the client exclusively uses Careersmith to find the replacement. Credit Notes are valid for 12 months from date of issue. Credit Notes are valid for use once. There are no further replacement guarantees on candidates who are placed via a Credit Note.

Careersmith does not offer its replacement guarantee for a Candidate that was originally placed with the Client on a temporary basis. FTC will have a prorated replacement period.

8. PAYMENT TERMS

Permanent Hires:

All invoices will be dated from the acceptance date of the candidate. Payment must be received within 14 days of the acceptance date. Failure to do so will invalidate any Permanent Placement Guarantee.

Contracting Staff:

Invoices will be issued weekly. Payment must be received within 7 days of the invoice date.

9. ACCEPTANCE OF TERMS

If the Client engages a candidate within twelve (12) months of that candidate being introduced to it by Careersmith, the Client will be deemed to accept these terms and conditions unless a variation has been agreed in writing between the parties.

Any variations to these terms shall be valid only if approved by a Director of Careersmith and payment is received within the agreed payment period failing which the fee otherwise applicable and payable as per these Terms and Conditions shall be payable.

10. PRIVACY

All candidate referrals are confidential and also contain personal information protected by the Privacy Act 1988 (Cth). Client will abide by the terms of the Privacy Act and shall not disclose a candidate referral to any person without the prior written consent of Careersmith. It shall be a condition of such consent that the Client shall obtain a written undertaking from the recipient to maintain the confidentiality of the referral and to use the candidate's details only for the purpose of assessing the candidate's suitability for the position to which he or she or they is referred.

11. LIABILITIES

The Client agrees to indemnify Careersmith in respect of any liability, loss or expense incurred by Careersmith arising out of or in connection with breach of an obligation under clause 10 above or for a breach of an obligation of confidentiality whether arising under the Privacy Act or otherwise.

12. THIS AGREEMENT

These Terms and Conditions and the rights and obligations arising from it and any issues or disputes arising out of or in connection with the subject matter of these Terms and Conditions shall be construed, interpreted, applied and enforced according to the laws for the time being of the State of Queensland and Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Queensland and waive any objection to venue of any legal process on the basis that the process has been brought in an inconvenient forum