

INTRODUCTION

This agreement applies to IPA Personnel Services Pty Ltd ABN 12 137 834 738 and its Related Entities ("IPA") and a Client to whom IPA provides Permanent Recruitment Services and/or Temporary and Contract Recruitment Services.

PERMANENT RECRUITMENT SERVICES

The following are the agreed terms for the supply of permanent recruitment services between IPA and the Client.

1. The acceptance of an IPA resume or the interviewing of a Candidate introduced by IPA, or the employment or engagement of an IPA Temporary Worker, will be deemed as acceptance by the Client of the Terms and Conditions set out in this agreement.
2. The Client agrees to notify IPA immediately if an IPA Candidate is hired and agrees to pay the IPA Permanent Placement Fee within fourteen (14) days of the Candidate starting with the Client.
3. The fee payable to IPA by the Client for the introduction of a Candidate is a percentage (as per the Permanent Placement Fee Schedule attached as Annexure A) of the Candidate's Total Annual Gross Remuneration inclusive of base salary, superannuation, allowances and provision of a motor vehicle (valued at \$15,000 unless a higher amount is provided).
4. The Permanent Placement Fee is payable by the Client if the Candidate referred by IPA is employed, engaged or hired, either directly or via a third party, within 12 months of referral to the Client.
5. IPA provides a 3 month guarantee period whereby, provided fees are paid within IPA trading terms, IPA guarantees to replace an employed Candidate that either voluntarily departs the organisation from the position they were initially hired into or is formally managed out of the position they were initially hired into for poor performance. IPA is to be notified immediately of performance issues and the rectification process undertaken. The replacement guarantee can be claimed only once and must occur within 6 months of the employed Candidates departure.
6. If the Candidate ceases to be employed as a result of retrenchment, relocation of the Client's business, or a substantial change to the original position, no replacement guarantee will apply.
7. **Introductions are strictly confidential.** Any Candidate engagement which is as a consequence of an application to the Client, even though the introduction is made indirectly, or has resulted from the passing on of an introduction to another employer, will render the Client liable for payment of the Permanent Placement Fee.
8. **Liability and Disclaimer.** IPA will take reasonable steps to confirm the identity, qualifications, experience, and ability of the Candidates they source, however IPA makes no representation and accepts no liabilities arising from the actual skill level or competency of the Candidate.
9. Costs of advertising are carried by IPA, except for display advertisements specifically authorised by the Client which shall be paid by the Client. Costs associated with display advertising will be invoiced at the time they are incurred.
10. All fees are quoted exclusive of GST, which is payable at the prevailing rate in addition to the invoiced sum upon the same date that the invoice is due.
11. The Client covenants and agrees that it will not impede, or in any other manner, involve IPA in any litigation arising out of or in connection with the actions or judgements of Candidates provided by the recruitment consultant.
12. Any amounts due to IPA under this agreement that are not received by IPA by the due date for such payment will attract interest at the rate of one and one half percent (1½%) per month, or, the maximum charge permitted by law, whichever is the greater.
13. In the event that an assignment is withdrawn, the Client acknowledges that IPA will be entitled to a Cancellation Fee equivalent to 25% of the estimated Permanent Placement Fee.
14. If the Client requires psychometric testing or other testing of the Candidate to be undertaken, all associated costs will be the responsibility of the Client.
15. All invoices are payable within fourteen (14) days. Invoicing will be provided at the commencement of employment of the Candidate with the Client.

TEMPORARY AND CONTRACT RECRUITMENT SERVICES

The following are the agreed terms for the supply of temporary contract personnel ("Temporary Worker") between IPA and the Client.

1. Upon receipt of an assignment specification from the Client, IPA will provide the relevant Charge Rate either verbally or in writing.
2. An order of an IPA Temporary Worker is taken as acceptance of both these Terms of Business and the Charge Rate for that assignment.
3. IPA may vary the Charge Rate at any time, without notice, in the event of variations to an award or agreement, insurance premiums, statutory charges or other payments to which IPA is legally obligated.
4. The Client must provide IPA with a clear description of the assignment to be undertaken by the Temporary Worker. This description will be used by IPA to determine the applicable award and pay rate.
5. The Client must immediately notify IPA of any changes to the workplace or assignment to be performed by the Temporary Worker, prior to any change occurring. The Client agrees not transfer a Temporary Worker to another position without first advising IPA and obtaining approval for the transfer.
6. In the event that a Temporary Worker undertakes work for the client that is not in accordance with the assignment specification and IPA is required by an award or statute to pay the Temporary Worker a higher hourly rate, or IPA is required to make additional payments to the Temporary Worker, the Client agrees and accepts liability for such payments, and indemnifies IPA against any and all additional costs.
7. The Client must check and authorise all time sheets submitted to the Client by the Temporary Worker. Failure to authorise a time sheet does not alter the Client's liability to pay for hours worked.
8. Temporary Workers are assigned under the direction and supervision of the Client and the Client is responsible for induction to the work site and all acts, errors and omissions of the Temporary Worker for the duration of the assignment.
9. IPA will take reasonable steps to confirm the qualifications, previous referees, experience, ability and identity of the Temporary Workers they source, however IPA makes no representation as to the actual skill level or competency of the Temporary Worker.
10. The result of work performed by the Temporary Worker for the Client becomes the property of the Client.
11. The Client must have in place suitable and applicable policies and procedures for OH&S, anti-discrimination, sexual harassment, affirmative action and privacy that comply with current legislative requirements. The Client must ensure any Temporary Workers work only under conditions that are subject to those policies and procedures. The Client must promptly report to IPA any injuries or incidents that occur and advise if the injury or incident has arisen from a breach of the policies or procedures.
12. IPA will invoice the Client on the basis of the hours worked as shown on authorised Temporary Workers time sheets. Invoices are due and payable within fourteen (14) days.
13. The Client agrees that the details of an IPA Temporary Worker are private and confidential and that the Client will not forward such information to a third party without the prior written consent of IPA.
14. All fees are quoted exclusive of GST, which is payable at the prevailing rate in addition to the invoiced sum upon the same date that the invoice is due.
15. Any amounts due to IPA under this agreement that are not received by IPA by the due date for such payment will attract interest at the rate of one and one half percent (1½%) per month, or, the maximum charge permitted by law, whichever is the greater.
16. If the Client reasonably considers that an IPA Temporary Worker is unsuitable for the assignment, IPA will not charge the Client for the first four (4) hours of work.
17. Any offer of permanent employment to an IPA Temporary Worker, or the transfer of an IPA Temporary Worker to a third party, will attract a fee in accordance with the Permanent Recruitment Services Placement Fee Schedule unless an alternative arrangement is agreed by IPA in writing.
18. If the Client requires psychometric testing, medical testing or other testing of the Temporary Worker to be undertaken, all associated costs will be the responsibility of the Client.



IPA PERSONNEL SERVICES PTY LTD TERMS OF BUSINESS

GENERAL TERMS APPLICABLE TO PERMANENT RECRUITMENT SERVICES AND CONTRACT RECRUITMENT SERVICES

The following are the agreed terms for the supply of Permanent Recruitment Services and Temporary and/or Contract Workers between IPA and the Client.

1. The Client will hold IPA harmless and indemnify it in respect of any damage, loss or injury of whatsoever nature or kind, caused or contributed to by the Temporary Worker whilst on assignment, or by a Candidate introduced to the Client for a permanent position.
2. Any references to GST are references to the Goods and Services Tax referred to in the 1999 *A New Tax System (Goods and Services) Tax Act (Cth)*.
3. This document represents the entire agreement between IPA and the Client and supersedes all previous communications, negotiations, arrangements and agreements, whether orally or in writing.
4. If a provision of these Terms of Business is found to be illegal, invalid or unenforceable, it is severed and the remainder of this Agreement has full force and effect.
5. This document is subject to the laws of Victoria.

Signed on behalf of

IPA Personnel Services Pty Ltd by

Name and title

Signature

Date

_____ *by (Client*
Name)

Name and title

Signature

Date