



THE BEST IN PEOPLE.

T: 1300 658 400
W: www.ipa.com.au



IPA CLIENT COVER SHEET

Legal Entity name: _____

Trading Name: _____

ABN / ACN: _____

Registered Company address: _____

Contact name: _____ Contact Ph number: _____

Contact email address _____

I acknowledge that IPA will obtain a current ASIC Company Report and Creditor Watch Report as part of its onboarding process.

As part of IPA's obligations to comply with Modern Slavery Act please provide the following information about your organisation:

1. Country of Head Office location: _____

2. Country of your manufacturing/assembly operations (if applicable): _____

3. Is your company required to report under Modern Slavery legislation: YES NO

4. If yes, has your company published a Modern Slavery statement: YES NO

As a certified social enterprise, IPA can provide services on a social procurement basis. This means that IPA's social enterprise status is a factor in a client's decision to engage our services. Please tick if this applies.

Signature: _____

Date: ____/____/____

Encl.

• IPA PERSONNEL SERVICES PTY LTD TERMS OF BUSINESS



INTRODUCTION

These Terms of Business apply 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 these Terms of Business.
2. The Client agrees to notify IPA immediately if a 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, annual leave loading, 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 three (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 six (6) months of the employed Candidate's 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. 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 judgments of Candidates provided by the recruitment consultant.
12. Any amounts due to IPA under these Terms of Business 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 (1.5%) 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. The relationship between IPA and the Client is that of independent contractor and principal. Nothing in these Terms of Service creates an employment, agency, joint venture or partnership relationship between the Client and IPA and/or the Client and the Temporary Worker.
2. All Temporary Workers will be and remain employees of IPA. IPA will be solely responsible for all payments to and entitlements of the Temporary Workers, including all necessary taxes and superannuation.
3. Unless otherwise authorised, IPA will not represent itself, and will ensure that its Temporary Workers do not represent themselves as employees, partners or agents of the Client.
4. IPA must hold the requisite licence under the labour hire licensing scheme as may be in force from time to time in the State or Territory in which the work is carried out. IPA must also provide the Client with a copy of the licence upon request.
5. Upon receipt of an assignment specification from the Client, IPA will provide the relevant Charge Rate either verbally or in writing.
6. An order of an IPA Temporary Worker is taken as acceptance of both these Terms of Business and the Charge Rate for that assignment.
7. IPA may vary the Charge Rate at any time, without notice, in the event of variations to a modern award or agreement, insurance premiums, statutory charges or other payments to which IPA is legally obligated.
8. 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 modern award and pay rate.
9. 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 to transfer a Temporary Worker to another position without first advising IPA and obtaining approval for the transfer.
10. 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 a modern 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.
11. 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.
12. 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.
13. 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 and accepts no liabilities arising from the actual skill level or competency of the Temporary Worker.
14. IPA is responsible for ensuring, and will use its best endeavours to ensure, that a Temporary Worker:
 - a. will perform any duties with due care, skill and diligence in a professional and ethical manner to the satisfaction of the Client;
 - b. will not behave in a way which would be unlawful, unethical or harmful to the goodwill or reputation of the Client;
 - c. will comply with all reasonable guidelines, requirements and instructions provided by the Client; and
 - d. will comply with all applicable laws, rules and regulations in force from time to time.
15. IPA must maintain any relevant insurances required by law or as reasonably required by the Client including, but not limited to, workers' compensation insurance, personal accident insurance for any Temporary Worker that cannot be insured under a workers' compensation scheme, third party public liability insurance of at least \$20 million per claim, and/or professional indemnity insurance of at least \$10 million per claim.
16. The result of work performed by the Temporary Worker for the Client becomes the property of the Client.
17. IPA must ensure, and must use reasonable endeavours to ensure that each of its Temporary Workers, maintain the confidentiality of, and not disclose, any confidential information, other than when required by law or when the information falls into the public domain otherwise than by breach of an obligation of confidentiality.



18. 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 ensure that it provides and maintains a safe working environment for Temporary Workers at all times and either eliminates, or if that is not possible, minimises risks to the safety of Temporary Workers so far as is reasonably practicable. This includes but is not limited to providing Temporary Workers with: a safe workplace; safe systems of work; safe plant and equipment; adequate welfare facilities; and all necessary training, instruction and supervision. The Client must immediately report to IPA any injuries to, or incidents involving Temporary Workers that occur during the assignment. Upon request by IPA, the Client will produce evidence of its compliance with this clause and/or its compliance with the applicable laws relating to health and safety.
19. 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.
20. 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.
21. 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.
22. Any amounts due to IPA under these Terms of Business 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 (1.5%) per month, or, the maximum charge permitted by law, whichever is the greater.
23. 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.
24. 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.
25. 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.
26. IPA or the Client may terminate these Terms of Business by giving the other party four weeks' notice.



**GENERAL TERMS APPLICABLE TO PERMANENT RECRUITMENT SERVICES, AND
TEMPORARY 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 claim, liability, 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 A New Tax System (Goods and Services) Tax Act 1999 (Cth).
3. IPA warrants that it will ensure that all Candidates and Temporary Workers have a legal right to work in Australia. IPA will conduct regular checks to ensure that all Candidates and Temporary Workers have appropriate documentation in place, including a valid working visa where required.
4. IPA warrants that it has complied and, at all material times, will continue to comply with all applicable laws, regulations and procedures, including but not limited to any work/occupational health and safety, tax (including PAYG and payroll tax), workers' compensation, superannuation, employment, discrimination and immigration laws.
5. 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.
6. If a provision of these Terms of Business is found to be illegal, invalid or unenforceable, it is severed and the remainder of the Terms of Business has full force and effect.
7. This document is subject to the laws of the state where the work is performed.
8. IPA may not assign or subcontract its rights or obligations to a third party without first obtaining the prior express written consent of the Client to transfer its rights. In seeking consideration by the Client in respect to the transfer of any of its rights, IPA will provide all documentation in respect of the terms of the proposed transfer to the Client.
9. Waiver by either party of a particular breach is not a waiver of any other breach. A waiver of a party's rights under these Terms of Business must be in writing.
10. Any reference in these Terms of Business to the singular includes the plural, to any gender includes all genders, to any Act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, and to persons includes all bodies and associations both corporate and unincorporated and vice versa.

Signed on behalf of

IPA Personnel Services Pty Ltd by

_____ by (Client Name)

Name and title

Name and title

Signature

Signature

Date

Date