



Terms of Business

March 2011



1. Permanent Placement Fees

- 1.1 On hiring, engaging or employing a Candidate introduced by Cox Purtell, or otherwise contracting with a Candidate on the recommendation of Cox Purtell, the Client shall be liable to pay Cox Purtell the permanent placement fee in accordance with the fee structure specified in clause 1.2 below.
- 1.2 Permanent placement fees are calculated as a percentage of the successful Candidate's Annual Salary Package as follows:

Candidate's Annual Salary Package	Contingent**	Premium Exclusive****
Up to \$49,999	15%	13%
\$50,000 - \$79,999	18%	15%
\$80,000 - \$99,999	20%	17%
\$100,000 - \$149,999	25%	20%
\$150,000 and over	30%	22%

**Contingent: No fee is charged unless the Candidate is accepted and employed or engaged by the Client (including a Group Company or third party) to whom the Client has referred the Candidate, unless there is an agreed variation to these Terms of Business.

**** Premium Exclusive: This product requires separately signed Premium Exclusive Terms of Business.

- 1.3 The permanent placement fee payable by the Client to Cox Purtell is exclusive of GST. The minimum permanent placement fee is \$5,000 plus GST.
- 1.4 Skills & psychometric testing, resume screening, reference checking, short listing and interviewing facilities are available as unbundled services, please see Cox Purtell's individual product sheets for pricing.
- 1.5 Cox Purtell will take reasonable care to ensure the suitability of any applicant when selecting Candidates, by screening, skills testing, checking references of Candidates and conducting performance checks. However, the Client shall satisfy itself that the Candidate is sufficiently qualified and skilled for the position and meets medical and other requirements. Any hiring decision made must be based upon the enquiries and judgment of the Client.
- 1.6 Cox Purtell does not accept any responsibility for any misstatement, error or misrepresentation made by a former employer of a Candidate, by the Candidate themselves or a third party.

2. Contract Fees

- 2.1 Contract fees payable by the Client to Cox Purtell upon engaging a Candidate on a contract basis are calculated as per the contingent rate in Clause 1.2 above on the following pro-rata basis: Engagement of 0-6 months at 50%; 6-9 months at 75%; 9months + at 100%. Subsequent contracts are payable on the same basis as Clause 5.1.
- 2.2 Additional placement fees in accordance with clause 1.2 above are payable if a Candidate is subsequently employed by the Client within 12 months of completion of the previous Assignment

3. Money Back Guarantee or Replacement Guarantee for Permanent Placements

- 3.1 Cox Purtell's Permanent Placements are covered by a 12-week **MONEY BACK OR REPLACEMENT GUARANTEE** commencing from the Candidate's start date ("**Guarantee Period**").
- 3.2 Subject to clauses 3.3, 3.4 and 3.5, should the employment of a Candidate selected as a Permanent Placement cease for any reason, other than as set out in clause 3.6, within the Guarantee Period, Cox Purtell will either:
 - a) replace the Candidate for the vacated position
 - b) issue a credit note for the placement fee, or
 - c) refund the placement fee.
- 3.3 Credit notes are valid for 12 months from the Candidate cessation date and may only be used to replace the original vacated role. It shall not apply if there has been any change to the vacated position, including (but not limited to) any change in the hours, salary and/or employment status allocated to the position. Credit notes for a Permanent Placement cannot be transferred for the use of temporary/ casual placements.

- 3.4 The Money Back or Replacement Guarantee referred to in Clause 3.1 is only valid and applicable in circumstances where the Client:
 - a) pays the permanent placement fee within fourteen (14) days from the invoice date; and
 - b) informs Cox Purtell in writing within 24 hours of the Candidate leaving the employment that it requires Cox Purtell to find a replacement employee, refund the placement fee or issue a credit note;
 - c) undertakes and agrees to pay Cox Purtell any additional expenses incurred in the process of endeavouring to provide a replacement employee if that option is selected by the Client; and
 - d) has agreed to standard Terms of Business and no discount has been applied to the placement fee.
- 3.5 The Money Back or Replacement Guarantee shall not apply if the Candidate's employment is terminated by the Client owing to work shortage, redundancy or employer relocation.
- 3.6 The Replacement Guarantee Period will be extended for a further 3 month period for Premium Exclusives. Extended guarantees may be purchased for a non-refundable 25% of the original fee.

4. Temporary Placement Fees

- 4.1 The placement fee payable by the Client to Cox Purtell for temporary Candidates is the hourly rate (plus GST) agreed to at the time of confirming an Assignment. Additional expenses may be payable in accordance with the Standard Assignment Conditions provided to the Client for each new temporary Assignment.
- 4.2 Cox Purtell reserves the right to replace a temporary Candidate for any reason. If the Client cancels an order too late for Cox Purtell to prevent the Candidate arriving at the Client's premises, the Client must pay a four (4) hour service charge (for each Candidate).
- 4.3 The Client agrees to verify and sign or approve online a timesheet for each Candidate. Failure to sign/approve the timesheet does not affect the Client's liability to pay for the hours worked by the Candidate.
- 4.4 The Client agrees to pay all appropriate overtime allowances and loadings applicable to the Temporary Placement under the relevant applicable award and/or legislation.

5. Permanent Employment of a Temporary Placement

- 5.1 Where the Client decides to hire a Cox Purtell temporary Candidate in a permanent capacity, Cox Purtell will reduce the permanent placement fees (as specified in clause 1.2 above) as follows based on the length of the temporary Assignment:

Length of Temporary Assignment	Permanent Conversions Fee applicable
Less than 3 months	100% (i.e. Full permanent placement fee)
3-6 months	75% (i.e. 3/4 of permanent placement fee)
6-12 months	50% (i.e. half permanent placement fee)
More than 12 months	0% (i.e. no permanent placement fee)

- 5.2 Where a Cox Purtell temporary Candidate has been engaged or employed by the Client or by an associated company of the Client, the Client agrees to notify and engage the services of Cox Purtell for all future engagements of that temporary Candidate for a period up to 12 months following the end of the most recent Assignment.

6. Replacement Guarantee for Temporary Placements

- 6.1 All temporary Candidates are covered by a 4 hour guarantee for Assignments under 1 week and 1 day guarantee for Assignments over 1 week if the Client is dissatisfied with the Candidate. Cox Purtell will not charge the Client if we are notified within this guarantee period of the Clients dissatisfaction. A replacement Candidate will also be assigned.



7. Payment Terms for Permanent Placements

- 7.1 The Client agrees to pay Cox Purtell's professional fees for Permanent Placements within fourteen (14) days from invoice date, usually the date the Candidate commences work with the Client, unless otherwise stated.
- 7.2 If an invoice is not paid within the 14-day timeframe stipulated above, then the Client waives the right to the Money Back and/or Replacement Guarantee. For all invoices not paid within this 14-day timeframe (unless prior arrangement has been made with Cox Purtell) the Client will be charged a late payment fee of 10% based on a percentage of the total bill owing over sixty (60) days as well as any associated recovery costs (legal etc)
- 7.3 10% GST will be added and shown separately on each invoice

8. Payment Terms for Temporary Placements

- 8.1 Cox Purtell will invoice the client weekly for temporary Placements. The Client agrees to pay Cox Purtell's invoice in full within 7 days from invoice date, unless otherwise stipulated by Cox Purtell in writing.
- 8.2 If an invoice is not paid within the 7-day period (unless prior arrangement has been made with Cox Purtell) the Client will be charged a late payment fee of 10% based on a percentage of the total bill owing over 14 days.
- 8.3 10% GST will be added and shown separately on each invoice

9. Employment Terms for Temporary Candidates

- 9.1 The Client will receive and agrees to comply with the Summary Assignment Conditions emailed to it by Cox Purtell prior to every temporary Assignment.
- 9.2 The Client undertakes to supervise the Candidate, and the Client accepts responsibility for all acts or errors by the Candidate, be they willful or otherwise. The Client agrees to provide adequate public liability and professional indemnity cover for the Candidate.
- 9.3 The Client accepts Candidates at its own risk and releases Cox Purtell from and indemnifies it against any claim or liability for any loss, expense, damage, delay, costs or compensation, whether direct, indirect or consequential, arising in any way out of or connected with a Candidate or the services provided by Cox Purtell.
- 9.4 Without limiting Clause 9.3, the Client indemnifies Cox Purtell against any claim, cost, liability, damage or loss suffered or incurred as a result of:
- a breach by the Client of these Terms of Business including without limitation a termination of the Candidate while on Assignment and any act or omission of the Client;
 - any act or omission of the Client.

10. Occupational Health and Safety

- 10.1 The Client will ensure the health and safety of Candidates while working for the Client and undertakes to comply with the specific safety obligations referred to in each Summary of Assignment Conditions it receives.

11. Confidentiality

- 11.1 Any introduction of Candidates must be treated by the Client with the strictest confidentiality.
- 11.2 The Client agrees to comply with the provisions of the Privacy Act (Cth) 1988 as amended from time to time regarding the use of personal information. For Cox Purtell's privacy statement, please visit www.coxpurtell.com.au/privacy.php

12. Entire Agreement

- 12.1 These Terms of Business (including each Summary of Assignment Conditions agreed to between Cox Purtell and the Client) constitutes the entire agreement between the parties and supersedes any prior agreements, representations, warranties or understandings between the Client and Cox Purtell whether verbal or in writing.

13. Amendment

- 13.1 These Terms of Business may not be amended except by the unanimous written consent of all parties.

14. Governing Law

- 14.1 This Agreement shall be governed by and construed in accordance with the laws in force in the State of New South Wales and the Commonwealth of Australia and each party irrevocably submits to the jurisdiction of the Courts of New South Wales and the Commonwealth of Australia.

15. Severability

- 15.1 If any part of these Terms of Business is found by a court of competent jurisdiction or other competent authority to be invalid, illegal or unenforceable then such part will be severed from the remainder of these Terms of Business, which will continue to be valid and enforceable to the fullest extent permitted by law.

16. Definitions and Interpretation

- 16.1 In these Terms of Business unless the context requires otherwise:

Annual Salary Package means the Candidate's base salary plus superannuation plus guaranteed financial benefits (exclusive of GST) provided to the Candidate by the Client or a third party.

Assignment means a request to Cox Purtell for staffing assistance by the Client, on either a temporary or permanent basis. This request may be written or verbal.

Candidate means any person introduced to the Client by Cox Purtell including any person who has contacted Cox Purtell with a view to seeking employment.

Client means the customer of Cox Purtell and includes any Group Company of the Client and any third party to whom any Candidate information has been passed to by that customer.

Group Company means a related body corporate of either party as defined by the Corporations Act 2001 (Cth), as varied from time to time.

Permanent Placement means a Candidate who is paid by the Client.

Standard Assignment Conditions (SAC) means the specific terms and conditions agreed to between Cox Purtell and the Client which are relevant to each temporary Assignment and provided to the Client, usually by email, prior to the commencement of each new Assignment.

17. Acceptance of Terms of Business

- 17.1 These Terms of Business are deemed to be accepted by the Client by providing oral acceptance, returning a signed copy of this document to Cox Purtell, upon the introduction of a Candidate to the Client by Cox Purtell or upon the request by the Client for a permanent or temporary Candidate for an Assignment with the Client.
- 17.2 These Terms of Business supersede and replace any other terms of business previously agreed between the Client and Cox Purtell.

18. Signatories

Client Company Name: _____

Client Company ACN: _____

Client Representative Name: _____

On behalf of Cox Purtell: _____

Title: _____ Representative: _____

Signed: _____ Signed: _____

Dated: _____ Dated: _____

Cox Purtell Staffing Services is a Member of the RCSA Member No 13719