



# Terms of Business

July 2018

## OUR SERVICES

Cox Purtell provide professional recruitment services to a wide range of clients. Research gathered since 1994 clearly demonstrates that our clients achieve the best results when we are retained exclusively to recruit for them.

### WHY?

- We place over 98% of retained roles
- 81% of those placements remain employed or promoted after 3 years
- 85% of placed candidates were exceeding expectations

## 1. PERMANENT PLACEMENT FEES

- 1.1 On hiring, engaging or employing a Candidate, introduced by Cox Purtell within 12 months of introduction or reintroduction, or otherwise contracting with a Candidate introduced by Cox Purtell, including an employee 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.
- 1.2 Permanent placement fees are calculated as a percentage of the successful Candidate's full time equivalent Annual Salary Package as follows:

Annual Salary Package	Non-Exclusive	Retained <sup>^</sup>
\$0 - \$79,999	18%	14%
\$80,000 - \$119,999	20%	17%
\$120,000 - \$164,999	22%	20%
\$165,000 and above*	-	22%

**Non-Exclusive:** 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.

**<sup>^</sup>Retained:** This service requires a minimum non-refundable deposit of \$2,500 +G.S.T. & includes AbilityMap job profiling & candidate assessments. Please ask your Consultant for details. \*Roles over \$165,000 are considered executive search and the retainer is 25% of the anticipated total fee.

- 1.3 The permanent placement fee payable by the Client to Cox Purtell is exclusive of GST. The minimum placement fee is \$6,000 plus GST.
- 1.4 Skills & psychometric testing, Competency assessment, resume screening, reference checking, short listing and interviewing facilities are available as unbundled services – contact us 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 and conducting performance checks. However, the Client must satisfy itself that the Candidate is sufficiently qualified and skilled for the position and meets medical and other requirements. Any final hiring decision made must be based upon the enquiries and judgment of the Client alone.
- 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 non-exclusive rate in Clause 1.2 above on the following 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 2.1 above are payable if a Candidate is subsequently employed by the Client within 12 months of completion of the previous Assignment
- 2.3 Contract fees are **not** covered by a guarantee period.

## 3. MONEY BACK OR REPLACEMENT GUARANTEE FOR PERMANENT PLACEMENTS

- 3.1 Cox Purtell's Permanent Placements are covered by a 12-week **REPLACEMENT GUARANTEE** commencing from the Candidate's start date ("**Guarantee Period**").
- 3.2 Subject to clauses 3.3 and 3.4, should the employment of a Candidate selected as a Permanent Placement cease for any reason within the Guarantee Period, Cox Purtell will either:
- Replace the Candidate once for the vacated position
  - Issue a credit note for 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 Cox Purtell offer a 12-week **MONEY BACK GUARANTEE** for **Retained** roles and this is only valid and applicable in circumstances where the Client:
- Has paid the non-refundable \$2,500 + G.S.T deposit
  - Has paid the original permanent placement fee within fourteen (14) days from the invoice date
  - 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
  - Undertakes and agrees to pay Cox Purtell any additional expenses incurred in the process of endeavoring to provide a replacement employee if that option is selected by the Client
  - Has agreed to standard Terms of Business and no variation has been applied to the placement fee
  - Agrees to pay the difference in fees where there is a difference between the original and the replacement
  - Does not terminate the Candidate's employment owing to work shortage, redundancy, employer relocation or company restructure
  - Grants Cox Purtell a 4-week exclusivity period to find a suitable replacement

## 4. TEMPORARY PLACEMENT FEES

- 4.1 The 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. This rate will include superannuation, workers' compensation, insurance and payroll tax (where applicable). Additional expenses may be payable in accordance with the Summary of 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 authorise a timesheet for each Candidate. Failure to authorise 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 as calculated by Cox Purtell.

## 5. PERMANENT EMPLOYMENT OF A TEMPORARY PLACEMENT

- 5.1 Where the Client decides to engage a Cox Purtell temporary Candidate in any business arrangement including permanent or contract capacity the full fee will apply as specified in clause 1.2
- 5.2 Money back & replacement guarantees do not apply where a temporary employee is hired permanently by the Client.
- 5.3 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 Client's 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, as 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 interest fee of 10%, calculated daily and based on a percentage of the total bill owing over fourteen (14) days in addition to 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 interest fee of 10%, calculated daily and based on a percentage of the total bill owing over 7 days in addition to any associated recovery costs (legal etc)
- 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 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, unless due to willful default 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) 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
- b) Any act or omission of the Client

## 10. OCCUPATIONAL HEALTH & 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 in accordance with [Cox Purtell's privacy statement](#).

## 12. ENTIRE AGREEMENT

- 12.1 These Terms of Business and any authorized, written amendments (including each Summary of Assignment Conditions, as defined) 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 & INTERPRETATION

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

**Annual Salary Package** means the Candidate's full time equivalent base salary plus superannuation plus guaranteed financial benefits provided to the Candidate by the Client or a third party. Car allowance is calculated as \$18,000 per annum.

**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 client.

**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.

**Summary of Assignment Conditions** (SAC) means the specific terms and conditions 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 temporary 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. TEMP SUMMARY OF ASSIGNMENT CONDITIONS

### 18.1 Modern Pay & Pay Rates:

- a) Please ensure you notify us if you intend to alter the temporary candidate's duties and/or responsibilities to ensure this accords with their relevant classification under the Modern Award.
- b) The Charge Rate is exclusive of GST, but includes all statutory on-costs. These include public liability, professional indemnity, workers compensation, superannuation and payroll tax.
- c) Please ensure all temporary candidates are provided with at least a half hour break after every 5 hours worked. If employees are required to work through meal breaks, we are – by law – required to ensure the candidate is not paid less than the double time rate payable under the Modern Award for the time the candidate works until a meal break is allowed. Accordingly, if adequate breaks are not provided, this may result in an increase to the agreed rate we charge you for that period of time.
- d) If the Pay Rate is higher than the Modern Award rate of pay that would otherwise apply to the Candidate, the Candidate's above award remuneration may already make provision for other award-based entitlements that may otherwise be applicable, for example, overtime, shift allowances or any other like payments and may therefore be used to set off such award based entitlements.

### 18.2 Service Guarantee – Trial Period:

- a) All our temporary staff are covered by a guarantee of a minimum of 4 hours for assignments less than 1 week and 1 day for assignments over one week.
- b) If you are not happy with your Candidate, please ensure you advise us within either the 4 hour or 1 day period (as the case may be) and we will then not charge you for this time worked by the Candidate.
- c) If you advise us after these timeframes you will be charged for all hours worked by the Candidate.

### 18.3 Your Obligations

We remind you that as a client of Cox Purtell you agree to comply with our Terms of Business and, in particular, you agree to:

- a) Verify and sign a weekly timesheet as confirmation that the Candidate has worked for the hours stated.
- b) Ensure that the Candidate is not allowed to undertake any work other than that which has been notified by you to Cox Purtell in accordance with your obligations pursuant to our Terms of Business.
- c) Pay the applicable fees to us in accordance with our Terms of Business.
- d) Maintain safe work procedures and safe systems of work at the workplace, including ensuring the communication of such procedures to the Candidate and the monitoring of such procedures to ensure ongoing compliance.
- e) Provide the Candidate with instruction, training and supervision relevant to all work to be performed.

### 18.4 Health and Safety Requirements

The Candidate we provide to you is the legal employee of Cox Purtell Staffing Services. As we will not be there to supervise the daily activity of the Candidate it is very important that you, as the Host Employer, immediately contact us when any of the following occurs:

- a) Is sick or late for work or requires time off from the assignment
- b) Is not adhering to your occupational health and safety ("OHS") requirements or any other policies you may have
- c) Is injured or suffers and illness in the course of performing their duties or is involved in a near miss incident
- d) Is not performing to your required standard
- e) Is no longer required due to early completion of the assignment or change in circumstances of the assignment
- f) Is no longer required for any reason
- g) Is required for longer than the original anticipated end date
- h) Is required by your organisation or an affiliated organisation on a permanent or direct employment basis

It is also your obligation to ensure the Candidate is made aware of your OHS policies and procedures and safe systems of work at the workplace any other workplace policies that may affect the Candidate.

### SPECIAL CONDITIONS:

CLIENT NAME:

CLIENT SIGNATURE:

DEPOSIT TO BE PAID TO:

COX PURTELL NAME:

COX PURTELL SIGNATURE: