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Employnow Recruitment Terms and Conditions

These Terms and Conditions are between Rainmaker Management Pty Ltd (ABN 12089681443) trading as EMPLOYNOW (NSW Business Registration BN97874913) ("the Business") and any Business, firm or organization ("the Client") for the introduction of personnel employed on a permanent basis ("the Candidate").

1. Application and Acceptance of Terms and Conditions

1.1 These terms and conditions apply to all transaction carried on between the Business and the Client, in respect of Candidates employed on a permanent basis, unless the Client is advised in writing by a Director of the Business of any additions, alterations or substitutions.

1.2 The receipt of a Candidate's resume or CV, requesting an interview, the engagement of the Candidate or the passing to any other person or organization of personal information pertaining to a Candidate introduced by the Business, or written or oral instructions by the Client to the Business to supply Candidates, will be taken as acceptance of the Terms and Conditions.

1.3 The Client must notify the Business immediately an engagement is accepted by a Candidate who the Business has introduced to the Client. Once the Client agrees to engage a Candidate introduced by the Business for any position within the Client's organisation, even if the introduction has been made indirectly, whether as an employee or in any other capacity, within twelve months (12) of the initial interview, the Client agrees to pay the Business an amount calculated in accordance with the fee scheduled below.

2. Fees

The recruitment fees for the introduction of a Candidate for a permanent position are expressed as a percentage of the first year's commencing salary package (see Clause 2.1), according to the following scale of activity with the Client: Fees do not include GST.

Fee Schedule

Under \$50,000 pa	12.5%
\$51,000 - \$89,000 pa	15%
\$90,000 - \$149,000 pa	18%
Over \$150,000 pa	25%

2.1 Salary Package

For the purposes of this agreement the salary package is defined as annual base salary plus guaranteed commission (if any) plus superannuation plus company car valued at \$15,000 if applicable plus GST.

2.2 Fee Payment Schedule

The fee is as per the fee structure in Clause 2 and 2.1 and is payable in three (3) installments as follows:

(a) Commencement fee equating to **33%** of the appropriate fee scale applicable to the proposed total remuneration package, payable on commencement of the assignment. The commencement fee is non-refundable.

(b) A fee equal to **33%** is due following the short listed candidate interview regardless of whether an interviewee is offered the position.

(c) A fee equating to the balance due by applying the appropriate fee scale to the actual total remuneration package less installments paid to date. The fee is due immediately on the candidate's commencement of employment.

2.3 Additional employment

Should the Client employ more than one Candidate presented by the Business, either for the same job as advertised or any other job within the organisation, then the Business will charge the Client a recruitment fee of 5% of the salary package as defined in Clause 2.1

3. Advertising & Interviewing Expenses

3.1 Where an assignment is advertised on behalf of a Client, all prior agreed costs as set out in the assignment proposal, associated with the placement and production of the advertisement, will be at the cost of the Client and will be booked and invoiced to the Client direct.

3.2 All reasonable and prior agreed costs incurred by the Candidate attending an interview will be payable by the Client. The Business will issue the Client an invoice of costs to be paid by the Client within 14 days of invoice.

4. Payments

4.1 The Client will pay all fees and charges in accordance with the terms of payment shown on the Business's invoice. Where fees are paid outside the Business's terms, the Client will forfeit any claim under Clause 6 of these Terms and Conditions.

In the event of non-payment, the Business reserves the right to charge interest at a flat rate of 2% per month on unpaid invoices from the due date to the receipt of payment.

A Debt Recovery Fee of 10% of the invoice value should the Business be forced to take legal action to recover the debt. The Business will also be entitled to claim Court Costs and any associated legal fees and charges.

4.2 Any legal matter arising out of non-payment of any invoice will be dealt with in accordance with NSW Law and will commence and conclude within the jurisdiction of NSW Courts.

4.3 All fees and charges will be invoiced in Australian dollars and are to be paid in Australian dollars.

4.4 Any fees or charges payable under these terms and conditions will be exclusive of Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999.

5. Subsequent Employment

5.1 In the event that a Candidate introduced by the Business is rejected by the Client or the Candidate rejects an offer of employment by the Client and is subsequently employed by the Client within twelve (12) months of the original interview date, the Client will pay a fee to the Business in accordance with its normal scale of fees applicable at the time of the initial assignment. Such placement will not attract a guarantee period.

5.2 In the event that the Client introduces a Candidate, originally introduced to the Client by the Business, to a third party, resulting in the engagement of the Candidate within twelve (12) months of the original interview date by that third party, then the Client is liable to pay a fee to the Business in accordance with its normal scale of fees current at the date of engagement. Such placement will not attract a guarantee period.

6. Guarantee

6.1 In the event that either the Candidate or the Client terminates the engagement within three (3) months of the date upon which the Candidate commences employment with the Client, and provided that:

(a) the Client or any subsidiary or any business whatsoever associated with the Client does not engage the Candidate within twelve (12) months of the date of termination;

(b) the Client within seven (7) days notifies the Business, in writing of the termination of engagement of the candidate;

(c) the termination is not due to redundancy or other business rationalization including takeover, change in job description or closure of business; and;

(d) all fees due to the Business have been paid by the Client in accordance with these Terms and Conditions;

then, the Business will endeavour to find a replacement employee at no additional cost on the same terms and conditions as the original position.

Any recruitment expenses, refer Clause 3, such as advertising are not included in the replacement guarantee.

7. Reference Checking and Suitability

7.1 The Business will endeavour to ensure that Candidates introduced to the Client are, appropriate given the assignment brief provided by the Client. However, the Business will not be liable for any untrue statements or misrepresentations made by the Candidate or for the accuracy or completeness of information provided by a Candidate or a third party. The Client is responsible for satisfying itself as to the suitability of the Candidate for the position offered prior to engaging the Candidate

8. Liability and Indemnity

8.1 The Business will not be liable to the Client for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Candidate or from any delay or failure by the Business to refer a Candidate to the Client.

8.2 The Client indemnifies the Business against any loss, damage or expenses suffered by the Business arising from the referral of or any acts or omissions of, any Candidate.

9. Confidentiality

9.1 All information in respect of a Candidate is confidential information provided to the Client for the sole purpose of enabling the Client to determine the suitability of a Candidate for employment. The Client will keep such information confidential and will not use it for any other purpose other than the purpose for which it was sent in accordance with the Privacy Act 2001.