

## Terms of Business - Permanent

### 1. General

- 1.1. These Terms of Business and Agreement apply to envirosearch (ES), and/or subsidiaries and associates and its Clients and/or subsidiaries and associates each time ES provides staff services to the Client.
- 1.2. The following envirosearch (ES) General Terms of Business apply to Permanent Placements and provision of Contract and Temporary staff.
- 1.3. For the purposes of this document, "Candidate" includes individuals being considered by ES clients for permanent employment and contract work.

### 2. Acceptance

- 2.1. The Client accepts these Terms of Business by either:
  - Providing written confirmation to proceed on an assignment;
  - Signing a copy of this agreement and returning to ES;
  - Approving a media advertisement;
  - On receipt of a Candidate's personal details either verbally or written;
  - On interviewing or offering a placement to a Candidate supplied by ES; or
  - By paying an invoice from ES.

### 3. Confidentiality

- 3.1. Information supplied by ES to the Client organisation is strictly confidential and cannot be provided to a third party without the consent of ES.
- 3.2. Similarly, ES will respect the Client's confidentiality and will not disclose any information to a third party without the agreement of the Client, or unless we are legally required to do so.
- 3.3. The responsibility for the protection of the Client's confidential information and intellectual property lies solely with the Client. ES is not liable for any claim arising from the Client's confidential information and intellectual property.

### 4. Personal Information

- 4.1. The Client agrees to comply with the National Privacy Principles and Privacy Act 1988 (Cth) with regards to Candidate information provided to the Client by ES. This information cannot be disclosed to a third party without express permission by ES and the Candidate.
- 4.2. Personal information can only be used by the Client for the primary purpose in which it was intended, for example to assess the Candidate's suitability for employment.
- 4.3. With regards to any personal information provided by the Client to ES, the Client acknowledges that they have a right to provide this information and ES can utilise this information during the recruitment process for permanent placements.

### 5. Collection of Fees

- 5.1. Invoices are payable within 14 days of presentation to ensure that our replacement guarantees are honoured.
- 5.2. All fees incurred for the collection of any overdue accounts may be passed on to the client at the discretion of ES. In the event of non-payment, we reserve the right to charge an account keeping fee.
- 5.3. ES reserves the right to charge a late payment fee/interest on overdue accounts. Therefore overdue accounts may be charged interest at the rate of 15% (calculated on a daily basis).

### 6. Liability

- 6.1. ES takes the utmost care in selecting candidates and contractors suitable for the Client organisation's needs. However ES does not accept liability for any losses, damages or effects for which the Client may become liable arising out of or in connection with the recruitment, introduction or ongoing employment of Candidates and Contractors.
- 6.2. ES will take all reasonable steps to verify qualifications and job history of each of its Candidates. However ES is not responsible for errors, omissions or incorrect representations in the details provided. Clients are responsible for the final recruitment decision and management of permanent placements and Contractors. The final selection of the successful Candidate/Contractor is made by you and responsibility for the success of the appointment rests with you. The Client must satisfy itself as to the suitability of the Candidate and Contractors for the position or assignment.
- 6.3. The Client indemnifies ES in respect of any claim arising from, or related to:
  - Any failure or alleged failure of a Candidate to perform his or her duties;
  - Personal injury or death of an Employee, Contractor or any other person if in connection to the performance by the Candidate in his / her obligations; and
  - Damage to any property arising from, or related to the performance of a candidate in his / her obligations.

### 7. Work Performed by Contractors

- 7.1. The Client will be responsible for the supervision and work of the Contractor while the Contractor is on the Client's site.
- 7.2. The Client will advise ES immediately of any changes to the scope, type or duration of the work required to be completed by the Contractor.
- 7.3. On advice from the Client ES will immediately endeavor to replace any Contractors where they do not meet the Client's expectations.

**8. Candidate Introduction**

- 8.1. When engaging ES the Client agrees to provide ES with exclusive rights to recruit candidates for that position for a minimum period of 6 weeks. Any candidates who contact the Client directly, or are referred to the Client by another organisation or individual, must be referred to ES so that they can be compared to other candidates under consideration. Candidates from within client organisations will be interviewed in the same manner as external applicants and should they be appointed, the standard fee structure will apply.
- 8.2. If ES introduces a Candidate to a Client organisation and the Client passes on this Candidate’s details to another third party or organisation that employs the Candidate within a 12 month period, then the Client organisation would be liable for the fee as if the Client had employed the Candidate themselves.
- 8.3. If the Client permanently employs a Contractor placed by ES, the Client agrees to pay ES a recruitment fee as set out in clause 9.1.
- 8.4. If the Client employs a staff member of ES or a candidate presented by ES, within 12 months of using ES’s services, the Client agrees to pay ES a recruitment fee as set out in clause 9.1.
- 8.5. On occasion, ES may provide specific details on similar assignments. If the client contacts individuals from these examples and subsequently employs them, then a placement fee will apply.

**9. Permanent Placement Fees**

- 9.1. Recruitment fees are based on the Total Remuneration Package for the first 12 months of the candidate’s employment as listed below:

Recruitment Methodology	Fee (GST Exclusive)
Advertised Assignment	20% of TRP
Accelerated Search	25% of TRP
Search	30% of TRP

- 9.2. The total remuneration package (TRP) includes:
  - Cash remuneration;
  - Employer funded component of superannuation;
  - Provision of motor vehicle (valued at \$20,000 plus GST unless otherwise agreed with the Client); and
  - Any additional benefits or allowances that represent cash salary in alternative forms, including bonuses, share options etc, mobility allowances, expatriate benefits etc.
- 9.3. Fees for initial online advertising will be billed on first invoice or as soon as possible. Fees for press advertising will be billed directly to client from advertising company. Any other out of pocket expenses will be itemized and billed on the final invoice. This may also include Psychometric Testing carried out in the short listing of Candidates where agreed by the Client as an additional service.
- 9.4. For expenses that are paid on behalf of clients (e.g. travel expenses etc) a 15% administration charge will be added to the net amount of the expense.

- 9.5. For international assignments we charge an administration fee of 10% of the invoiced amount.

**10. Guarantee**

- 10.1. All permanent placements made by ES are guaranteed from the date of commencement for a period of 12 weeks. We request to be notified of any concerns about performance, competency or cultural fit to allow resolution of these concerns between all parties where possible. The guarantee covers one replacement and will be honoured by ES on the proviso that:
  - All fees have been paid in full within 14 days or the agreed terms (see “Collection of Fees”).
  - ES are notified of the requirement to replace within 7 days of the Client becoming aware that the Candidate has left, or intends to leave the employ of the Client.
  - The position is the same as the original position into which the candidate was placed.
  - ES commence the replacement of the candidate within 4 weeks of the candidate’s departure date from the Client company.
- 10.2. This replacement guarantee relates to the candidate’s competence for the position to which they were appointed and does not cover circumstances that are deemed to be beyond the control of ES, including redundancy because of company restructure, transferring a candidate to a position that he or she was not initially recruited for, or unlikely events such as a death or permanent incapacitation. No credits or cash refunds are provide in lieu of replacement of candidate.
- 10.3. Additional costs or out of pocket expenses, such as advertising or where a higher fee is applicable (for example, if the Client requests ES to undertake a more extensive Search exercise) are not included in the Replacement Guarantee.

**11. Invoicing**

- 11.1. Where the Client engages ES, one third of the fee will be payable on completion of each of the following stages:
  - Stage 1 – payable on retaining ES to carry out the assignment.
  - Stage 2 – payable on presentation of a shortlist of candidates.
  - Stage 3 – payable at completion of the assignment, once the candidate has accepted the position with the Client.

**12. Client Responsibilities – On Hold and Change of Scope**

- 12.1. Once an assignment has reached shortlist stage, any role that is put on hold by the Client for more than 2 weeks may require a restart of the assignment and subsequent renewal of first stage fee.
- 12.2. If the Client wishes to change the scope of the role to the extent that candidates with a different skills set are required, this will be classified as a new assignment.