



Terms of Business

Vedior

The Engagement of Permanent Staff

The Terms and Conditions as set out below are applicable to tpa (The Publicity Agency). tpa is a division of Vedior Asia Pacific Pty Limited. The divisions of Vedior Asia Pacific are Select Industrial, Select Appointments, Select Teleresources, Select Professional, Clayton Ford, Speakman Tanner Menzies, Tanner Menzies, Jarrah Consulting, tpa The Publicity Agency, Sapphire Technologies, Nurseworldwide, MSSA Care Personnel, Twin Hills Nurses Agency, Eden Health and Interim.

1. In these Terms of Business "engagement" means employment or use in the following circumstances:
 - i) under a contract of service or for services;
 - ii) under an agency, licence, franchise or partnership; or
 - iii) in a joint venture agreement or arrangement.
2. The Client will accept these Terms of Business by interviewing a candidate introduced to them by tpa.
3. The fee payable by the client to tpa for the introduction of a candidate who subsequently accepts an engagement is calculated as a percentage of the candidate's gross annual salary to be received during the first twelve (12) months. 'Salary' includes all payments, superannuation, bonuses, benefits in kind (including motor vehicle) and any other payment arising from the engagement. The Fee is still payable if the candidate is engaged in a position other than the one originally intended. No charge whatsoever is made to the candidate. The total fee charged attracts the legislated GST.

The recruitment process for part-time positions is identical to that of a full time position. Therefore the fee payable will be calculated according to the gross annual salary package based on full time employment.

4. Retained recruitment assignments are undertaken where a client has requested an exclusive service to source an appropriate candidate. tpa requires full payment of the retainer prior to the commencement of the search process. The payment is non refundable, and is credited to the final account on the appointment of the successful candidate.

tpa, on successful placement of a candidate, will provide a tax invoice for the balance of the recruitment fee.

5. The client must notify tpa immediately they engage a candidate whom we have introduced. The client must also inform us of the agreed salary details, including any bonus and benefits in kind.

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6. Once the client has selected a candidate, tpa will provide a Permanent Job Offer Confirmation for completion and sign off by the Client. No job offer will be made until tpa has received the signed Permanent Job Offer Confirmation Facsimile.
7. tpa will make every reasonable effort to ensure that candidates suit the client's requirements. It is up to the client, however, to satisfy themselves as to the candidate's suitability.

Neither tpa nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

8. tpa does not guarantee that a candidate is available to accept any engagement.
9. **Replacement Guarantee:**
tpa offers a replacement guarantee period of three (3) months from the commencement of the successful candidate's employment. If for any reason (other than redundancy/restructure or any change in the original job specification provided to tpa at the time of the appointment) the employee should resign or be terminated within the guarantee period, tpa undertakes to provide a replacement candidate.

The client's account will be credited with the original charges and a new invoice will be raised according to the salary of the replacement. A new guarantee will become effective from the commencement date of the new employee. Credit to the client's account applies only to the replacement of permanent employees and can only be used for the appointment of a permanent employee by tpa. The credit remains valid from the date of notification to tpa of the resignation or termination of employment. Should the credit not be utilised within 12 months for a replacement candidate, the credit becomes void and is rescinded. tpa contractors hired by the client must be paid for according to the tpa Terms of Business Engagement of Contractors.

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For the client's replacement guarantee to be valid and remain in force, tpa must be given the opportunity to replace the position and the account for fees must be paid within seven (7) days of invoice date. Accounts not settled within this period remain due and payable but the replacement guarantee does not apply.

In the unlikely event that tpa are unable to find a replacement, then the following credit terms will apply:

- If the candidate leaves within the first four weeks of employment, a full credit will be issued.
- If the candidate leaves between week 5 and 8, two thirds (2/3) of the total fee will be credited.
- If the candidate leaves between week 9 and 12, one third (1/3) of the total fee will be credited.

Note: tpa does not provide a refund in place of a credit.

If within three (3) calendar months of the termination the client, or any associated organisation, re-engages the candidate, the full Fee will again become payable.

10. The introduction of a candidate by tpa is confidential. The client must not, directly or indirectly, transfer a tpa candidate to any other person, firm or organisation where they are subsequently engaged in a Permanent or Contract position. If this happens the client will have to pay tpa the full Fee for the engagement.
11. As the tpa permanent employee is under the client's direct control, under no circumstances can tpa be liable for loss, damage or expense suffered or incurred by the client or any other person, firm or Company from the introduction or subsequent engagement of a candidate.
12. You will not employ or seek to employ tpa members of staff. If the client does engage a member of our staff within six (6) months of their leaving our employment then the client will be liable to pay the full Fee, just as if this member of staff had been introduced as a tpa candidate.

The Engagement of Contractors

1. The client will accept the Terms of Business by engaging a Contractor introduced to them by tpa.
2. The client will pay tpa's prevailing hourly / daily rate or scale of charges advised at the time of the Contractor booking together with any other agreed incidental charges. This includes where the client requests tenders for a position. If a requirement of the client, the client will sign a tpa Time Sheet to verify the numbers of hours worked by the Contractor. The total fee charged attracts the legislated GST.
3. The Contractor will submit a weekly invoice to tpa for payment. The invoice will reflect the number of hours / days worked. tpa will submit invoices for charges, and any other appropriate costs, on a weekly basis. The invoices are payable within seven (7) days of the invoice date.
4. tpa, where applicable, will be responsible for the payment of contract payments to the Contractor and where required, deduction and payment of all statutory contributions of income tax.
5. tpa is responsible for other required statutory contributions with respect to payroll tax, superannuation and workers' compensation.
6. Whilst tpa will obtain work permits or medical reports where applicable, tpa cannot be held responsible for the validity of such documents.
7. Every tpa Contractor provided to the client is under their responsibility from the time they report to the client to take up their duties, and throughout the booking. In this respect the client will be responsible for all acts, errors or omissions on the part of the Contractor, whether wilful, negligent or otherwise, and as a result, neither tpa nor anyone acting on our behalf is liable for loss, expense or damage caused by any act or omission of the Contractor.

Furthermore, the client will also comply with all statutes, bylaws and legal requirements affecting the Contractor, to which the client is subject in respect of their own staff, apart from those specified in Condition 5.

When using a tpa Contractor the client will indemnify tpa against any costs, claims and liabilities incurred by us arising from the booking apart from those matters specified in Condition 5.

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8. Neither tpa nor anyone acting on our behalf accepts liability for any loss, expense, damage or delay from our failure to provide a Contractor for the whole or part of a booking.
9. The client should inform us if they have any complaints regarding the conduct of a Contractor or of any other circumstances which affect the Contractor's ability to perform the assignment to their satisfaction.
10. If the services of the Contractor prove to be unsatisfactory to you we will cancel the charge for time worked by the Contractor provided they leave the assignment immediately. The client must provide tpa with notice by telephone (followed by written confirmation sent the same day) within eight (8) hours of the Contractor commencing duties where the booking was for more than eight (8) hours.
11.
 - a) If the client directly engages a Contractor during the course of a booking with them or within six months of the completion of the booking then the client must pay the full Fee (see Condition 3 and 5 for The Engagement of Permanent Staff).
Similarly the client will be liable to pay the full Fee if they in turn introduce the Contractor to another person, firm or organisation who subsequently engages them.
 - b) In the event that the salary cannot be accurately established, the Fee will be 240 times the hourly rate at which the Contractor was last supplied to the client.
 - c) Where a Contractor has converted to a Permanent position, tpa will not pay any rebate of the Fee should the engagement be subsequently terminated.
12. If the client transfers a Contractor to another consultancy or agent, where that Contractor continues to be engaged by the client on a temporary / contract or permanent basis, the client agrees to the following terms. A transition period of 60 days must be provided. During the transition period the Contractor will continue to be paid by tpa. Once the 60 days has passed, only then can the Contractor be assigned to the new consultancy or agent. A one off release fee will be charged to the client per person of \$2,000.
13. The client acknowledges that any provision of any relevant Award applicable to the Contractor shall be adhered to. Minimum bookings are for four (4) hours and a surcharge may apply to bookings not exceeding twelve (12) hours.

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If overtime and penalty provisions apply under any relevant legislation / awards they will be charged to the Client. It is the Client's responsibility to approve any overtime prior to the Contractor carrying out the overtime. Any questions regarding local union and labour laws should be discussed with tpa. If any relevant legislation / Award in Australia or New Zealand provides for payment to the Contractor for public holidays, on agreement with the client, tpa retains the right to pass on charges to the client in relation to these awards.

- 14 a) All clients have a Duty of Care obligation to the Contractor under the Occupational Health and Safety Act, Regulations, Codes of Practice and Australian Standards, as appropriate, to ensure there is the provision of:
- a) a safe workplace;
 - b) a safe work system;
 - c) adequate supervision and training;
 - d) an induction to site and equipment, including amenities and evacuation procedures;
 - e) a system for eliminating hazards and controlling risks to health and safety.
- b) The client agrees to notify tpa of any changes to the workplace or tasks to be performed by the Contractor, prior to the change occurring.
- c) The client understands and agrees that a Contractor will not be transferred to another position without first advising tpa and gaining approval for such a change to occur.
- d) The client shall not permit the Contractor to use a different piece of plant / equipment to that originally specified by the client. This includes changing to another piece of plant / equipment that is of the same make / model or to a different type of plant / equipment.
- e) The client shall not allow the Contractor to carry out work on a site or on equipment considered unsafe by any party, or where the Contractor does not have the appropriate qualifications or previous experience and has not received adequate training.
- f) The client shall notify tpa of any injuries to the Contractor and notify the relevant Authority of any serious injuries.

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- g) The client agrees to indemnify tpa from any penalty or cost issued against tpa due to the negligence or breach of any statutory obligation by the client.
- h) tpa will take every opportunity to ensure that Contractors adhere to dress standards and present for work wearing the appropriate clothing and footwear (where required). It is the client's responsibility to ensure that the Contractor does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.
- i) tpa, as the Contractor's employer, has the rights and responsibility to act in consultation with the client and Contractor on health and safety within the work environment.

These terms and conditions are deemed to be the basis of our agreement in the provision of Contract and Permanent staff for your organisation. The Management of tpa would like to thank the client for the opportunity to demonstrate our services and we look forward to sharing a successful ongoing business relationship in the future.

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read and understand the terms of business.

Signed for and on behalf of:
(name of organisation)

Signature: Title:

Name in full: Date:

**NO ALTERATION OF THESE TERMS IS ACCEPTABLE
UNLESS CONFIRMED IN WRITING BY ONE OF OUR DIRECTORS**