



1 TERMS OF BUSINESS

1.1 These “Terms of Business” are between **SustainAbility Consulting Proprietary Limited**, and the “client”

2 ACCEPTANCE OF TERMS

2.1 Your receipt of a resume, interviewing or engagement of a candidate in any capacity, or the passing to any other person or organization of personal information pertaining to a candidate introduced to you by us, will be taken as your acceptance of our terms of business.

3 FEES ARE PAYABLE WHEN YOU:

- 3.1 Engage a candidate we introduced to you, in any capacity, within 12 months from date of introduction, or within 12 months of the date of any subsequent re-submission or date of last dialogue with us (or the candidate) regarding their application.
- 3.2 Pass on information concerning a candidate to any party which results in an engagement in any capacity, temporary or permanent.
- 3.3 Our stated fees do not include any GST. GST will be calculated at the standard government rate and added to invoice total.
- 3.4 Where a candidate is referred for a position and is accepted a percentage fee is payable as listed below of the total projected first year remuneration package of the successful candidate, including base salary, superannuation, guaranteed bonus, company vehicle or car allowance and any other employee benefits at agreed value.

Total Annual Gross Remuneration	Exclusive Retained Fee	Contingent Fee
< \$100 000	18%	20%
\$100 000 - \$149 999	22%	24%
\$150 000 +	26%	28%

- 3.5 If you wish to hire a temporary employee on a fixed term contract (i.e. on your payroll for a fixed period of time), a fee will be payable on engagement which will be equivalent to our contingent fee schedule on a pro rata basis, i.e. for a 6 month fixed term hire, 50% of our standard contingent fee will apply. If you wish to extend the period of employment then successive pro rata contingent fees will apply. If you wish to convert a candidate from a fixed term contract to a permanent status, our standard contingent fee will then be applied.
- 3.6 If you engage us on a retained search basis, our fee (as set out above) will be payable by you in three parts. Firstly the retainer fee is payable on our acceptance of the assignment. Secondly our interim fee is payable on our presentation to you of a shortlist. Finally the completion fee (adjusted for any salary changes) is payable on the successful candidate accepting an offer of employment from you. Where you subsequently terminate the retainer instructions the retainer fee and interim fee together with any advertising and agreed costs will become payable immediately.
- 3.7 If you require specific advertising, medical checks, probity checks or other special services in addition to our fees the entire cost of these services will also be invoiced to you and payable within 7 days irrespective of whether the person involved is successfully appointed by you.

4 OUR QUALITY GUARANTEE

- 4.1 All permanent placements are covered by a guarantee. In the event that the client terminates the engagement due to the candidate not meeting expected performance levels within three (3) months of their commencement including notice period, we will strive to replace them for no extra fee, provided:
 - a) The fee was paid within 7 days of the date of commencement
 - b) We are notified in writing within 7 days of termination
 - c) Termination of employment is not due to restructuring of the role, retrenchment or redeployment
 - d) We have been given the exclusive opportunity to replace the candidate.
- 4.2 If we are unsuccessful in sourcing an appropriate replacement within an agreed time frame, we will credit against future permanent assignments.

5 SUITABILITY OF SELECTION

- 5.1 We make every effort to ensure our candidates are suitable for your requirements.
- 5.2 We endeavour to ensure the complete authenticity of all information supplied through the reference checking process.
- 5.3 When a candidate is placed as an employee, you, the client have sole responsibility for the employee. SustainAbility Consulting has no liability or further obligations.

6 FEES FOR TEMPORARY OR CONTRACT ASSIGNMENTS



- 6.1 You are responsible to pay our hourly / daily fee as agreed at the time of booking, for all hours worked by the temporary worker this fee is inclusive of wages, payroll tax, all leave entitlements, workers compensation, superannuation and administrative costs. You will be required to sign weekly time-sheets that we rely upon as an authority to pay the temporary employee and confirm your satisfaction of our services. Failure to sign the time-sheet does not alter your liability to pay for hours worked.
- 6.2 Our stated fees do not include any GST. GST will be calculated at the standard government rate and added to the invoice total.

7 DIRECT EMPLOYMENT OR PAYROLL TRANSITION OF TEMPORARY OR CONTRACT STAFF

- 7.1 For conversion to permanent employment, transition to another supplier's payroll or direct pay-rolling of temporary/contract staff our recruitment fee is calculated on the total annual remuneration package (see standard Permanent Fee Schedule). Please note that there is no guarantee period on any Temporary to Permanent placements.

8 SUPERVISION OF TEMPORARY WORKER

- 8.1 As the temporary worker will at all times be under your direction and control with you being responsible for all acts, errors or omissions by the worker, you must provide supervision to ensure your standards are attained.
- 8.2 You are responsible for ensuring that all of your obligations under appropriate Occupational Health and Safety legislation are satisfied in relation to temporary workers.

9 LIABILITY FOR TEMPORARY EMPLOYEES

- 9.1 At all times we endeavour to provide a temporary employee in line with your current recruitment needs & details (including standard of skill, integrity and reliability from the temporary worker).
- 9.2 However, we accept no liability for any loss, expense, damage or delay incurred from failure to provide our temporary worker for all or part of the length of the assignment. We accept no liability for any negligence, dishonesty, misconduct or lack of skills of the temporary employee. You agree to indemnify us and our employees in respect of any action. Including all damages, costs, expenses and penalties of any description whatsoever arising from or related to the employment of the temporary candidate.

11 ONWARD REFERRAL

- 11.1 If at any time you disclose information regarding any candidates that have been introduced by SustainAbility to other parties, within a 12 month period from introduction that results in their engagement in any capacity (temp or perm) a fee will apply as per our Fee Schedules.

12 CONFIDENTIALITY

- 12.1 All resumes and introductions are for the sole use of you and your company. You may not disclose any information regarding the candidate to any other party without our consent.

13 PRINT ADVERTISING

- 13.1 All print media advertising is initiated only with client approval and is an additional cost to the fee structures. Advertising copywriting and the booking of advertising space are functions performed at no cost to the client. Typesetting costs, advertising space purchased are passed directly onto the client at the rates charged to SustainAbility Consulting and are payable within seven (7) days of date of issue.
- 13.2 Cancellation of the advertising will only be accepted where the client gives sufficient time to enable the cancellation of the advertisement before it goes to press. Should we be unable to cancel the advertisement, the client will be charged for the advertisement. Please note that advertising costs are non-refundable irrespective of whether a placement is made.

14 INVOICING & CONDITIONS OF PAYMENT

- 14.1 For permanent placements an invoice for the total of the fee, which is calculated on the actual annual remuneration package (as defined above), is issued upon candidate acceptance of an offer of employment and is payable within seven (7) days of date of issue.
- 14.2 For contract or temporary staff, an invoice for hours worked based on the agreed rate will be issued following approval of timesheets and is payable within seven (7) days of date of issue.

We hereby accept and agree to abide by the above terms of business
Signed on behalf of the client:

Name

Date

Signature

Position, Company