

1. These "Terms of Business" are between **"the agency"** -SustainAbility Consulting Pty Ltd – ABN 76130998668 (incorporating **SustainAbility Consulting Partners Proprietary Limited ABN 19607 271 447**, SustainDigital Pty Ltd ABN 39 611 992217, Lotus People Pty Ltd ABN 29 607 298 297 and Lotus People Queensland ABN 79 662 056 493 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. An introduction is defined as any candidate we present that is not currently engaged in active dialogue regarding employment with you. Our right to represent is not precluded by you having your prior awareness of the candidate by reputation, secondary contacts, social media or prior introduction, unless it is for the same role and within another supplier's 'right to represent' period.
- 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 car allowance or any other employee benefit converted to a monetary value by us having regard to the average market value of the benefit. Where a candidate accepts an offer that sacrifices remuneration for equity, or any other long-term incentive or benefit that defers remuneration until after the first year, then our fee will be calculated based on the greater of (i) the fair-market salary value for the same or similar position in the applicable current market (as determined by us acting reasonably) (ii) The cash equivalent of any equity, benefit or deferred payment based on the value that you place on the equity or benefit during the advertisement or (iii) The expected remuneration amount stated on the candidate's resume at the point of representation.

Total Annual Gross Remuneration	Exclusive / Retained Fee	Non-Exclusive Fee
<\$79 999	18%	20%
\$79 999 - \$99 999	20%	22%
\$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 non-exclusive fee schedule on a pro rata basis, i.e. for a 6month fixed term hire, 50% of our non-exclusive fee will apply (please note we do not pro rata for part-time salaries). If you wish to extend the period of employment then successive pro rata non-exclusive fees will apply. If you wish to convert a candidate from a fixed term contract to a permanent status, our non-exclusive fee will then be applied. Fixed term contracts will be for a minimum of 6 months.
- 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.
- 3.8 In your dealings with **"the agency"** staff you agree not to solicit our employees for employment. If you do employ an employee from **"the agency"** our standard permanent placement fee applies.

## 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 12 weeks 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 you do not require a replacement candidate or we do not find a suitable replacement candidate within 30 business days from the candidate's last day with you, you will be eligible for a discount off future permanent and fixed term placement services up to the value of 50% of the placement fee paid for the original candidate. You may elect to apply the discount in the 12 months after the date the original candidate's termination. Any eligible discount not applied by you will automatically expire at the end of this period. We do not provide refunds.

- 4.2 If the total remuneration offered to the replacement candidate is greater than that of the original candidate, an adjustment to the original invoice will be made accordingly.
- 4.3 This guarantee is a one-off scenario, we will not replace a candidate multiple times free of charge.
- 4.4 For fixed term contracts (see 3.5 above) our guarantee period will be proportionate to the duration of the contract.  
I.e. 12 months or more will equate to the standard permanent guarantee period; 6-month contract will be covered by a 6-week guarantee period and 6 months will be covered by a 6-week guarantee.

## **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 has sole responsibility for the employee. "The agency" has no liability or further obligations.

## **6. FEES FOR TEMPORARY OR CONTRACT ASSIGNMENTS**

- 6.1 The fee is inclusive of wages, payroll tax, all leave entitlements, workers compensation, superannuation and administrative costs. You will be required to sign weekly/fortnightly 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.
- 6.3 Charge rates will be adjusted accordingly to include any increases in over-time allowances and loadings, statutory costs, including but not limited to superannuation and payroll tax.
- 6.4 If the client cancels an order less than one hour before the agreed start time for a temporary role, the client must pay a four hour service charge per candidate.
- 6.5 All temporary candidates will be paid and charged for a minimum of four hours per day.

## **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 endeavor to provide a temporary employee in line with your current recruitment needs and details (including standard of skill, integrity and reliability from the temporary worker). 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.

## **10. MODERN SLAVERY**

- 10.1 We agree to take reasonable measures to ensure that modern slavery and human trafficking practices do not occur in its supply chains relevant to this agreement.

## **11. ONWARD REFERRAL**

- 11.1 If at any time you disclose information regarding any candidates that have been introduced by "the agency" 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. INVOICING & CONDITIONS OF PAYMENT**

- 13.1 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.
- 13.2 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:

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Name

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Date

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Position, Company

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Signature