

Drive Recruitment Group and/or TheDriveGroup (“us” or “we”) locates, selects and places (“Introduce(s)” or “Introduced”) Candidates (“Candidate” or “Contractor”) for either permanent or contractor employment or engagement (“Assignment”) to client businesses (“you” or “the Client”) on the following terms and conditions:

**TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT & FIXED TERM PLACEMENTS:**

**1. Fees:**

- 1) The fees payable by the Client for a Placement are calculated as a percentage of the Candidate’s Annual Salary Package as per the table below:

ANNUAL SALARY PACKAGE	MARGIN (%)
\$0-49,999	16%
\$50,000 – 99,000	20%
\$100,000 – 149,000	25%
\$150,000+	30%

- 2) “Annual Salary Package” means the annual anticipated gross remuneration package for a placement, which comprises of the gross annual salary, superannuation, applicable benefits, commission, bonuses, allowances, shares and share options which you agree to pay the candidate in respect of his or hers first year of employment.
- 3) All fees are GST exclusive. A tax invoice must be issued to you and GST must be collected and payable as required by law.
- 4) If you withdraw a written offer of employment after it has been accepted and references completed, you must pay an introduction fee of \$5000.00.

**2. Payment:**

- 1) The Client shall pay all invoices within 7 days of the date of invoice.
- 2) The Client is deemed to have accepted the invoice if no dispute is raised within 7 days of the date of invoice.
- 3) You may be charged interest at a daily rate of 2.5% per annum above the base rate of Commonwealth Bank of Australia, if the invoice is not paid within the payment terms.
- 4) A dispute will not affect payment or allow set off of non-disputed fees on the same invoice or other invoices due by the Client.
- 5) In the event that the amount is unpaid and legal action ensues then you must indemnify Drive Recruitment Group Pty Ltd against any costs incurred in recovering the amount due. If the company is unable to pay its debt then the Directors will be deemed liable.

**3. Replacement Guarantee:**

- 1) No rebate of fees should be made.
- 2) If the engagement of a Candidate is terminated within 12 weeks (including the Candidates period of contractual notice) from the start of a Placement, we will use our best endeavour to find a replacement Candidate on the condition that:
  - a) The candidate does not leave on the grounds of redundancy, a change in job description or a change in work conditions.
  - b) The invoice has been settled in accordance with this agreement.
  - c) We are informed in writing that the Candidate is no longer to be engaged by the Client within 7 days.
  - d) The replacement position is of the same nature of the position filled by the Candidate who was terminated.
  - e) The Client has complied with its obligations to the candidate including obligation under any relevant law.
  - f) The replacement request is given to us on an exclusive agreement.
- 3) The replacement guarantee is only valid for the initial Candidates placed and does not offer a replacement guarantee for the replacement Candidate.
- 4) The replacement guarantee is only valid for a period of 12 weeks from the date of termination of the initial candidate, after which there is no obligation to offer a replacement or guarantee.
- 5) If the Annual Salary Package of the replacement Candidate increases from the original Candidate, the invoiced amount will be adjusted accordingly.

**4. Introductions:**

- 1) You shall inform us and shall pay the fee that would have been due to us for a Placement where a) although no Placement occurs initially, an Introduced Candidate is employed or engaged by you within twelve (12) calendar months from the Introduction; (b) an offer of employment is made by you and accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results; or (c) irrespective of whether or not a Placement resulted from the Introduction of a Candidate by us to you, the Candidate is Introduced by you to a third party within twelve (12) calendar months of the date of Introduction.
- 2) You must notify us immediately if a Candidate accepts employment with you or a third party to whom you referred the Candidate including the start date of the employment and full details of the Salary Package agreed.

Upon receiving our Terms and Conditions and engaging in our services you are bound by 'Drive Recruitment Group' and/or 'TheDriveGroup's Terms and Conditions.

**TERMS AND CONDITIONS OF BUSINESS FOR CONTRACT RECRUITMENT:**

**1. Fees:**

- 1) Our fees for Contracting Recruitment are invoiced for the time period actually worked by our Candidate, and will be agreed with you prior to the candidate commencing an Assignment.
- 2) The hourly or daily rate for the candidate includes the pay rate to the contractor and all additional related costs such as payroll tax, superannuation, Workers Compensation Insurance, and Professional Indemnity Insurance.
- 3) We will issue a tax invoice to you at weekly intervals, relating to the hours worked by the Contractor.
- 4) **Each invoice must be paid within 7 days of its date.** If an invoice is not paid within 14 days of its due date, we may charge interest at the rates which apply to judgments under the *Supreme Court Act* and withdraw the Contractor. If the company is unable to pay its debt Directors will be deemed liable.
- 5) The Contractor must not be paid any additional money by you or perform any additional services for you.
- 6) Drive Recruitment Group may increase charge rates without the need for prior notice if (a) an increase in the labour cost component occurs, or (b) statutory government increases occur. Increases will be applied and invoiced to the Client accordingly.

**2. Timesheets:**

- 1) Our Candidate will periodically submit timesheets to you for approval. By signing or approving timesheets you confirm that the work has been completed to your satisfaction by the candidate and you will accept our fees for the period worked. Drive Recruitment Group will use this as signed authority to provide you with an invoice for the work undertaken.

**3. Contract extension:**

- 1) If you and the Contractor agree to extend the original agreement, you must do so in accordance with the terms and conditions of this contract. Therefore you must renegotiate or draw up new terms with us and no other party (including the contractor directly). If in the case of the contract terminating and you wish to re-engage the Contractor, as specified by this agreement you must do so through us and no other party (including the contractor directly). This clause shall be adhered to for a period of 12 months after the termination of a Contractor. In the case of entering into a new agreement or extending an old agreement, we reserve the right to alter the terms and conditions of business.
- 2) If you introduce the Contractor to a third party and that third party employs the Contractor in a permanent or contract capacity, a permanent fee will be invoiced to you.

**4. Termination:**

- 1) You may terminate the Contractor by giving us the notice specified in the contract agreement. Drive Recruitment Group will have the exclusive right to replace the Contractor.
- 2) If a Contractor is terminated for whatever reason, you shall pay for the time actually worked by the contractor (including notice) and shall approve timesheets to comply with this clause up to the termination.
- 3) You may elect to make payment in lieu of the Contractor's notice.
- 4) You may give notice to terminate the Assignment immediately if a contractor commits any act of serious misconduct or gross negligence.
- 5) Drive Recruitment Group (and not the Client) will advise the Contractor that the Assignment has been terminated and for the avoidance of doubt the Client will be responsible for any claims by the Contractor where it fails to follow this process.

- 6) We may terminate a Contractor without further notice if you are in breach of these terms and fail to remedy the breach within 14 days of us notifying you in writing.

**5. Permanent Placement and Transfers to Permanent Employment:**

- 1) If you engage a Contractor on a contract Assignment and subsequently employ the candidate either during the term of the Assignment or within twelve (12) months of their termination, then the terms relating to Permanent Placements will apply. These include (but are not limited to) the fees payable for Permanent Placement services.
- 2) If a Contractor transfers to Permanent Employment after Contracting with the Client for 6 months or more then the Permanent Placement Fee payable for these services is calculated at a Conversion fee of 16% of the candidate's annual commencing salary within their permanent role.
- 3) The fee does not include GST – we will issue a tax invoice to you and collect from you the GST payable.
- 4) You must not disclose any information relating to the person introduced to you by us, which may result in that person obtaining work with a third party. If you breach this obligation and that person is employed by a third party, we may recover from you the fee which would have been payable as if he or she had been employed by you on a permanent basis.
- 5) You must notify us if you offer employment to a person introduced to you by us. This includes informing us of the initial gross remuneration payable to that person.

**6. Introductions:**

1. You shall inform us and shall pay the fee that would have been due to us for a Placement where a) although no Placement occurs initially, an Introduced Candidate is employed or engaged by you within twelve (12) calendar months from the Introduction; (b) an offer of employment is made by you and accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results; or (c) irrespective of whether or not a Placement resulted from the Introduction of a Candidate by us to you, the Candidate is Introduced by you to a third party within twelve (12) calendar months of the date of Introduction.
2. You must notify us immediately if a Candidate accepts employment with you or a third party to whom you referred the Candidate including the start date of the employment and full details of the Salary Package agreed.

**7. Supervision:**

1. You are responsible for the direct supervision and management of the Contractor and their performance, achievements or outcomes required.

**8. Assignment Variation:**

1. During an Assignment the Contractor should not undertake work that falls materially outside of the original job brief and specification unless we have given our consent in writing.

**9. Workplace:**

1. You are responsible for the health and safety of the Contractor whilst on your premises, or at any other premises as you may direct. This includes induction and training required for the candidate to comply with your OH&S policies and procedures. If we request, you shall allow us access to inspect the premises at which the Contractor will be working.

Upon receiving our Terms and Conditions and engaging in our services you are bound by 'Drive Recruitment Group' and/or 'TheDriveGroup's Terms and Conditions.