



IMPLICOR

HUMAN RESOURCES

TERMS OF BUSINESS

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TERMS OF BUSINESS

You engage Lanigan Wilson & Co Pty Ltd trading as "Implicor" to provide recruitment services to you. The following terms of business will apply subject to any variation agreed with you in writing.

PERMANENT EMPLOYEES

Candidates will be identified by us based on the job description agreed with you.

If you make an offer of employment to a candidate identified by us and the offer is accepted, you must pay us a fee which (unless otherwise agreed in writing) will be the greater of:

- The fee scale chosen by you at the commencement of the job; or
- \$5,000.00 plus GST

Payment of the fee must be made within 30 days after the issue of our invoice.

MINIMUM FEE

Our minimum fee is:

- \$5,000.00 plus GST

This is also the amount of the non-refundable deposit levied at the commencement of any sole agency jobs.

If you chose this fee scale, payment of the deposit must be made within 14 days after the issue of our invoice.

GUARANTEE/REFUND

If the employment of a permanent employee introduced by us is terminated by you within 3 months from the date of commencement of employment, we will, subject to availability, replace that person without charge to you (except for advertising and out of pocket expenses) on condition that:

- you have paid our invoice for the initial placement in full;
- we are the sole recruitment agency engaged by you;
- you provide evidence satisfactory to us (including a copy of the letter of dismissal to the employee) that the initial employee was unsuitable for the position, having regard to the agreed job description, and that the employee was dismissed on the grounds of that unsuitability.
- you have not chosen the refund fee option.

The free replacement of an unsuitable employee is available:

- only in respect of the initial employee and not in respect of any replacement employee.

If a free replacement employee or refund is provided by us, and subsequently the initial employee who was dismissed is re-employed by you (or any associated person, company or entity) in any capacity, then you must pay us the full fee which would have been paid for the replacement employee if the replacement employee had been the initial employee and not a replacement.

Our invoice remains payable whether or not you choose to take a replacement employee under this agreement.

The replacement under guarantee/refund will be negated by any of the following:

- you employ a person for that role from another source;
- the job description changes from that which we acted on during the original recruit;
- the employee is made redundant;
- the employee is incapacitated physically or mentally and can no longer perform the role for which they were initially employed, whether such incapacity occurs prior to or after employment is offered.

Please note that this list is not exhaustive, we retain the right to review the particulars of each situation, prior to agreeing to replace or refund.

TEMPORARY STAFF

If we provide persons for employment on a temporary basis you must pay for each such person on an hourly rate basis as agreed with you.

The minimum charge is 4 hours per week.

The hourly rate is inclusive of workers compensation, payroll tax, superannuation, payment summaries, payroll preparation, award leave surcharge, our service fee and similar costs and expenses.

If you notify us within 4 hours after a temporary staff person commences work for you that the person is unsatisfactory, then subject to availability, we will replace that person free of charge.

Payment of the hourly rate must be made within 7 days after the issue of our invoice.



TEMPORARY STAFF (cont.)

Should you decide to retain the services of any of our temporary staff within your organisation on a permanent basis, then based on the duration of the initial assignment, the following fee structure will apply:

- for assignments of up to 3 months duration, the full permanent fee is payable with a 3 month guarantee;
- for assignments of between 3 and 12 months duration, the minimum fee (\$5,000.00 plus GST) is payable with no guarantee;
- for assignments exceeding 12 months, no fee is payable with no guarantee.

ADVERTISING COSTS AND OUT OF POCKET EXPENSES

You must reimburse us for all client requested advertising costs, and all other out of pocket expenses we incur in seeking to provide a person for you.

Client requested advertising also extends to advertising that we recommend, and you agree to. You will not be charged for advertising without your prior agreement.

APPLICANT INTRODUCTION & AUTHORITY TO SUBMIT

Prior to introducing a candidate to you (whether by providing a resume, arranging an interview or by any other means); we obtain the candidate's confirmation that they have not otherwise submitted their details to you in an attempt to secure employment with you (or with any associated person, company or entity). This includes any submissions made on their behalf by any third party.

In doing so we seek to prevent any misunderstanding that may arise with a candidate whose details are already known to you. Therefore if within a period of 48 hours from the date we introduce them, you have not notified us of any prior introduction we will assume ours to be the first introduction.

We also obtain the candidate's authority for a period up to 12 months to introduce the candidate for any future positions with you (or with any associated person, company or entity).

Therefore, if the candidate is employed by you on any basis (or with any associated person, company or entity) within the period of 12 months from the date of first introduction to you, you must pay us our fee for a permanent employee in accordance with these terms of business.

Should any dispute arise as to whether ours was the first introduction, we will require proof of any other introduction, should proof not be provided, we reserve the right to act as though ours was the first introduction, and you may be charged a fee for a permanent employee in accordance with these terms of business.

CONSULTING SERVICES

Terms and charges will be detailed upon request.

DISCLAIMER OF LIABILITY

The decision to offer employment to any person always involves a subjective assessment and the risk of a future change in circumstances.

Accordingly, subject to these terms of business, as varied by agreement with you, and subject to any contrary law which cannot be excluded, to the full extent permitted by law, you waive and release us from liability for any loss or damage and any cost or expense which you might incur or for which you might become liable as a result of employing any person introduced or provided by us.

GOVERNING LAW

The law of Western Australia applies to the agreement between you and us.

ACCEPTANCE

We suggest that the job description and our terms of business be signed, dated and returned to us as confirmation that they represent your requirements, and that you agree to their contents. We will treat the job description, and the terms of business, as accepted if you have not returned a signed copy, but continue to use our services.

COSTS

If you default in performing your obligations under these terms and we incur expenses in enforcing our rights under these terms (for example and without limitation, expenses incurred by us in recovering any monies owed by you to us), you must pay those expenses to us on demand (including all legal costs on a full indemnity basis).



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