

This document sets out the terms and conditions (“**Terms of Business**”) upon which Arnold Group Australia Pty Ltd ABN 67 007 041 358 (“**Arnold Group**”) will introduce and supply Candidates, Contractors or On-Hire Employees, as applicable, to the Client. Notwithstanding the absence of a signature from the Client, these Terms of Business are deemed to be accepted by the Client by virtue of its request for, interview with or Introduction of a Candidate, Contractor or On-Hire Employee, or the passing of any information by the Client about such workers to any third party following an Introduction and shall prevail over any conflicting terms and conditions put forward by the Client.

## 1. Definitions

For the purpose of these Terms of Business the following definitions will apply:

- “**Candidate**” means any person Introduced to the Client by Arnold Group for the purpose of them being considered for employment or other engagement by the Client.
- “**Client**” means any person or corporation (or any “related” or “associated” person or corporation of them, within the meaning of those terms in the Corporations Act 2001 (Cth)) that authorises Arnold Group to provide Candidate(s) to it (or its representative) or interviews a Candidate.
- “**Contractor, On-Hire Employee or Temporary Employee**” means any person supplied by Arnold Group to the Client to provide contracting or labour hire services to the Client.
- “**Fee Schedule**” means the schedule of fees attached to these Terms of Business, or the fees as notified by Arnold Group.
- “**GST**” has the same meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- “**Introduction**”, of a Candidate, means Arnold Group supplies, verbally or in writing, any information about a Candidate to the Client (such as the Candidate’s name, academic record, employment history or other relevant information).
- “**Placement Fee**” means the fee that is payable by the Client to Arnold Group for employing an introduced Candidate or as described in clause 8.2, charged in accordance with the Fee Schedule.
- “**Part-Time Placement**” means a Candidate placed with a Client where they will work less than 38 hours per week.
- “**Parties**” means Arnold Group, its divisions (Safety People and iPeople) and the Client and their divisions
- “**Privacy Laws**” means the Privacy Act 1988 (Cth), and any amendments and regulations made pursuant to the Privacy Act 1988 (Cth).
- “**Salary Package**” means the anticipated gross remuneration package payable to the Candidate in the first year of their employment, which includes gross annual salary (Retainer), including superannuation.

## 2. Acceptance of Terms of Business

The Introduction of a Candidate, Contractor or On-Hire Employee will constitute acceptance by the Client of these Terms of Business (if not previously accepted).

## 3. Limitation of Liability

- 3.1 Upon commencement with the Client, the Candidate is subject to the Client’s control and direction.

- 3.2 The Client agrees that Arnold Group shall not be liable for any acts, omissions or errors of any Candidate whatsoever, and the Client agrees to indemnify Arnold Group from any liabilities, losses or claims incurred or suffered as a result of the engagement of, or acts or omissions by the Candidate whatsoever.

- 3.3 Arnold Group’s liability under these Terms of Business whether in contract, tort (including negligence) or otherwise shall be limited to 100% of the fees which are paid at the time that the liability arises. This clause survives termination of any agreement between the Parties.

- 3.4 Neither Party will be liable to the other for any indirect or consequential losses including loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.

4. **GST** All fees (including Placement Fees) referred to in these Terms of Business are subject to GST.

## 5. Confidentiality and Privacy

- 5.1 Each Party agree to hold information of the other that is notified as being confidential or can be reasonably regarded as being confidential, in confidence, and will not disclose such information without the consent of the other Party unless required by law or it has already been made available to the public other than through a breach of this clause.

- 5.2 The Client is required to respect and protect the privacy of Candidates at all times. If the Client becomes aware of any breach of the Privacy Laws concerning information disclosed by Arnold Group, then the Client must notify Arnold Group immediately and comply with any reasonable directions of Arnold Group with respect to the breach and data notification requirements.

6. **Variations** Any variation to these Terms of Business must be mutually agreed by both Parties in writing.

7. **Governing Law** These Terms of Business shall be governed by the laws of the state or territory where the recruitment services are provided (otherwise Victoria). The Parties submit to the jurisdiction of the courts of such state or territory.

## Permanent/Fixed Term Staff

These Terms of Business apply to Arnold Group Australia Pty Ltd ABN 67 007 041 358 ("Arnold Group") and each prospective employer of a Candidate who employs or otherwise engages a Candidate Introduced to it by Arnold Group.

### 8. Placement Fee

- 8.1 The Client must notify Arnold Group in writing if it has employed a Candidate, as soon as practicable after the occurrence of the event.
- 8.2 The Client will be liable to pay Arnold Group a Placement Fee for a Candidate, in accordance with these Terms of Business, in any of the following circumstances:
- a) if in any way the employment of the Candidate is as a consequence of or is otherwise attributable to the Introduction of the Candidate by Arnold Group;
  - b) if Arnold Group Introduced the Candidate to the Client and (in breach of confidence or otherwise) the Client passes the details of the Candidate to a third party (including its subsidiaries, affiliated or related companies) that subsequently employs the Candidate within 12 calendar months of the date of Introduction;
  - c) the Candidate is employed by the Client (irrespective of the position in which they are employed) within a period of one year after he/she was last Introduced to the Client by Arnold Group; or
  - d) if the Client employs a Arnold Group employee, Contractor or On-Hire Employee who is performing an assignment for the Client or who has performed an assignment for the Client within the past 12 months.
- 8.3 The Placement Fee is calculated as a percentage of the Salary Package as per the Fee Schedule. The Placement Fee must be paid to Arnold Group within 14 days of the date of the relevant tax invoice.
- 8.4 For a Part-Time Placement, Arnold Group will charge the Placement Fee percentage applicable to the equivalent full time Salary Package.

### 9. Retained Assignment and Executive Search

A non-refundable service fee of 30% of the reasonable estimation of the Placement Fee will be invoiced on acceptance of a retained or executive assignment and must be paid by the Client in order for the next stage of the recruitment process to continue. The remainder of the Placement Fee will be invoiced at the time of the successful placement.

## 10. Placement Guarantee

- 10.1 If any Candidate placed in a permanent role by Arnold Group leaves the Client's employ within 3 months of commencement (the "Guarantee Period"), Arnold Group will endeavour to find a replacement at no additional charge to the Client (the "Placement Guarantee") as long as the following conditions have been met:
- a) the Client paid the Placement Fee within 14 days from the relevant tax invoice date;
  - b) prior to the expiration of the Guarantee Period the Client advised Arnold Group in writing of its intention to call upon the Placement Guarantee;
  - c) the original job description and assignment specification do not alter;
  - d) cessation of the employment was not due to restructuring of the role, retrenchment or redeployment or substantiated grievance against the Client; and
  - e) Arnold Group is given the exclusive recruitment opportunity to find a replacement Candidate for a period of at least 4 weeks.
  - f) If the Placement Guarantee conditions are not met, the Placement Guarantee is null and void.
- 10.2 If Arnold Group is unable to source a suitable replacement Candidate after having had a 4 week exclusive period, Arnold Group will then (at the Client's discretion) continue to try to find a replacement Candidate or may apply a credit against the Client's account at a portion of the Placement Fee paid. The credit will be valid for 12 months from the date it is raised.
- 10.3 No Placement Guarantee is provided for a Candidate who has been placed in a permanent role where a Placement Guarantee has already been called on or where the Candidate was previously engaged as a Contractor or On-Hire Employee or on a fixed term placement.
- ## 11 Fee for Service
- 11.1 Once engaged, should instructions be withdrawn by the client for any reason, a fee is payable calculated as a percentage of the estimated full fee for each service as follows: 20% within two weeks, 40% within four weeks or 50% beyond four weeks from date of instruction. This fee assists with all out of pocket expenses including paid advertising, assessments and administration.

## Contractor & On-Hire Employee Staff

These Terms of Business apply to Arnold Group Pty Ltd ABN 67 007 041 358 ("Arnold Group") and each Client which requests or authorises Arnold Group to provide to it a Contractor or On-Hire Employee or engages a Contractor or On-Hire Employee provided by Arnold Group.

### 12 Fees

- 12.1 The Client agrees to pay Arnold Group hourly, daily or weekly fees (as applicable) for the services of the Contractor or On-Hire Employee, as advised to the Client at the time the Client books the services of the Contractor or On-Hire Employee, for all hours, days or weeks, actually engaged, from the time the Contractor or On-Hire Employee commences duties.
- 12.2 Out of pocket expenses (such as accommodation, meals and travel) are to be agreed in advance between Arnold Group and the Client and will be itemised on the invoice in addition to the fees and are payable by the Client with the balance of the invoice.
- 12.3 There will be a minimum daily booking fee of 4 hours for Contractors or On-Hire Employees.
- 12.4 The Client must pay the fee to Arnold Group according to the number of hours worked by a Contractor or On-Hire Employee.
- 12.5 Fees will be invoiced weekly and are payable to Arnold Group within 7 days from the date of invoice.
- 12.6 Arnold Group may vary the fee at any time (including retrospectively) without notice to reflect the following:
  - a) changes to CPI or market rates;
  - b) shift penalties, overtime rates, allowances or other rates payable pursuant to any award, agreement or rate of pay applicable to Contractor or On-Hire Employee; and
  - c) statutory charges, levies, taxes, insurances or
  - d) other payments Arnold Group is lawfully required to make or for which Arnold Group may become liable in respect of providing a Contractor or On-Hire Employee under these Terms of Business.

### 13 Further Contracting or Employment of Contractor or On-Hire Employee, Worker or Arnold Group Employee

- 13.1 If the Client engages a Contractor or On-Hire Employee in any capacity, whether directly or indirectly (including where the Contractor or On-Hire Employee is transferred to another supplier of recruitment services), in any instance

while they are performing the relevant assignment or within 12 months after they have last performed a similar assignment for the Client, the Client must pay to Arnold Group the usual permanent Placement Fee in respect of the Contractor or On-Hire Employee.

- 13.2 The Client agrees to notify Arnold Group immediately if it engages a Contractor or On-Hire Employee in the circumstances outlined in clause 13.1, and to pay the relevant Placement Fee to Arnold Group within 7 days of receipt of the relevant tax invoice.

- 13.3 No placement guarantee applies to permanent appointments resulting from the engagement of a Contractor or On-Hire Employee or to fixed-term placements.

### 14 Client Obligations

- 14.1 The Client undertakes to supervise the Contractor or On-Hire Employee to ensure reasonable standards of workmanship. If the standards of the Contractor or On-Hire Employee prove to be unsatisfactory, Arnold Group may reduce or cancel the charge for the time worked by the Contractor or On-Hire Employee, provided that the Contractor or On-Hire Employee leaves their assignment immediately and that notification is received from the Client within 4 hours of the Contractor or On-Hire Employee commencing duties, and such notification is promptly confirmed in writing.
- 14.2 From the time the Contractor or On-Hire Employee reports to take up duties, they are deemed to be **under the direction and control of the Client** for the duration of the assignment. The Client agrees to be responsible for all their acts, errors or omissions (wilful, negligent or otherwise) as though the Contractor or On-Hire Employee was employed by the Client, and the Client will, in all respects, comply with all statutes, by-laws and legal requirements to which the Client is ordinarily subject to in respect to the Client's employed staff including ensuring the **health and safety** of the Contractor or On-Hire Employee. However, nothing contained or implied in these Terms of Business will be deemed to define the Contractor or On-Hire Employee as an employee of the Client for any other purpose(s).
- 14.3 Arnold Group is to be provided with not less than four hours' notice of cancellation or postponement of any individual Contractor or On-Hire Employee assignment. Payment to the worker may be required if less than 4 hours' notice of cancellation occurs.

- 14.4 a) Under the relevant Work Health and Safety ("WHS") laws, Arnold Group and the Client have mutual obligations in ensuring the health and safety of Arnold Group Contractors and On-Hire Employees. The Client acknowledges and agrees it has a duty of care to the Contractor or On-Hire Employee and must ensure the provision of:

- a safe workplace;
- a safe work system;
- adequate supervision and training;
- an induction to site and equipment, including amenities and evacuation procedures; and elimination of hazards and controlling risks to health and safety.

- b) The Client agrees to notify Arnold Group of any changes to the workplace, place of work or tasks to be performed by the Contractor or On-Hire Employee.

- c) The Client shall not allow the Contractor or On-Hire Employee to carry out work on a site or on equipment considered unsafe by any Party, or where the Contractor or On-Hire Employee does not have the appropriate qualifications or previous experience and has not received adequate training.

- d) The Client shall notify Arnold Group of any injuries to the Contractor or On-Hire Employee and notify the relevant authority of any serious injuries within the statutory timeframe for reporting.

- e) The Client agrees to hold Arnold Group harmless from any penalty or cost issued or incurred by Arnold Group due to the negligence or breach of any statutory obligation by the Client.

- f) Arnold Group will take every opportunity to ensure that the Contractor or On-Hire Employee 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 or On-Hire Employee does not commence work unless wearing the correct personal protective equipment for the intended task.

- g) The Client must so far as is reasonably practicable consult, cooperate and coordinate with Arnold Group, its Contractors and On-Hire Employees so as to achieve effective coordination of activities to ensure optimal work health and safety risk management and enable Arnold Group and its Contractors and On-Hire Employees to comply with

respective obligations under all relevant WHS laws.

## 15 Arnold Group's Obligations

- 15.1 Arnold Group makes every effort to provide Contractors or On-Hire Employees in accordance with Client's booking details and to ensure each Contractor or On-Hire Employee provided to the Client performs their duties with reasonable standards of skill, integrity and reliability.

- 15.2 Arnold Group will maintain adequate insurance as required under any applicable law, at such coverage limits in accordance with good professional practice and against insurable risks which may be incurred from the recruitment services provided.

- 15.3 Neither Party will be liable to the other for any indirect or consequential losses, loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.

- 15.4 Arnold Group will not be liable for any loss, expense, damage or delay arising from any failure to provide any particular Contractor/On-Hire Employee for all or part of the period of the assignment or for any negligence, dishonesty, misconduct, fraudulent behaviour or lack of skills of the Contractor or On-Hire Employee provided.

## 16.0 Interest of Late Payment / Recovery Costs

- 16.1 Late payments of invoices for permanent and contractor / On-Hire employees will incur a daily interest fee of 12% based on the invoice amount less GST.

- 16.2 Fees associated with recovering the costs of debts will be at the client's costs.

## Company details and authorisation

CompanyName: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Contact Phone Number \_\_\_\_\_

Invoice Email: \_\_\_\_\_

Company ABN: \_\_\_\_\_

*I warrant that I am authorised to sign these terms of business for and on behalf of the Company*

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_