Terms of Business ("Terms")

1 Application of Terms

1.1 These Terms govern our supply of Services to you, including supplies on a cash basis.

1.2 If you wish to negotiate these Terms with us then you should respond to this document, marking up these Terms and drawing those changes to our attention and obtain our agreement in writing.

1.3 It is not our practice to otherwise review terms and conditions on documents that you issue to us.

1.4 Unless we otherwise agree in writing, we do not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to us like a purchase order.

2 Quotations

2.1 Each quotation that we issue:

(a) is an estimate only;

(b) includes particulars such as superannuation, payroll tax, workers compensation, and insurances;

(c) is not an offer or obligation to provide any Services;

(d) is exclusive of GST; and

(e) remains valid for acceptance for a period of thirty (30) days from the date of quotation, unless varied or withdrawn by us before a contract for services is formed,

unless the quotation states otherwise.

2.2 A quotation may include additional terms or conditions, which will supplement these Terms.

3 Formation of contract

3.1 We are not obliged to provide Services until after a contract for services is formed.

3.2 A contract for services is formed, and you have accepted these Terms, when:

(a) you:

(i) submit a Supply Request to us; or

(ii) sign and return our Rate Schedule; and

(b) we have received any deposit we have required from you in respect of the Supply Request before progressing it; and

either:

(c) we have accepted your Supply Request in writing; or

(d) we Introduce a Candidate to you or on-hire a Temporary Employee to you (as the context requires) following receipt of your Supply Request.

3.3 If you revoke a Supply Request:

(a) prior to the formation of a contract for services then:

(i) we will refund you any deposit you have paid in respect of that Supply Request; and

(ii) you will not be required to pay any fee for the cancellation of the Supply Request; or alternatively

(b) after the formation of a contract for services then unless we are in breach of the contract for services:

(i) you must pay all our reasonable costs associated with fulfilment of your Supply Request; and

(ii) we may apply any deposit you have paid towards those costs.

4 Price

4.1 The price payable for the Services will be:

(a) the price agreed in writing; or alternatively

(b) the price by our Rate Schedule as when you place your Supply Request.

5 Price variations

5.1 This clause 5 applies where a contract has formed and we have accepted your Order pursuant to clause 3.2(c).

5.2 Where you request or direct that any Services be supplied that are not strictly in accordance with your Order, then such materials or Services shall constitute a price variation, unless otherwise agreed between the parties and clause 5.3 will apply.

5.3 You acknowledge and agree that:

(a) all price variations under clause 5.2 must be agreed between the parties in writing prior to the Services being supplied; and

(b) all price variations shall be, at our discretion acting reasonably, invoiced at the rate(s) specified in the quotation, as specifically quoted, or in accordance with our current prevailing rates (as amended from time to time).

5.4 Subject to clause 5.5, we reserve the right to vary the price or rates specified in the Supply Request or Rate Schedule if:

(a) there is any movement in the cost of supplying the materials or Services specified in the Supply Request or Rate Schedule (including, without limitation, any actual increase in the costs, foreign exchange fluctuation, currency regulation of duties, or significant increases in the cost of labour or materials);

(b) additional materials or Services are required due to the discovery of hidden or unforeseen problems (including, without limitation, clerical errors and mistakes in Working Documents or Client Materials, issues, faults, or problems identified upon further inspection) which have been discovered following the commencement of the Services;

(c) the Services specified in the Supply Request or Rate Schedule are varied from the materials or Services specified in the quotation;

(d) you request:

(i) the materials or Services be rendered outside our usual business hours;

(ii) different materials or Services to be supplied to the Order; or

(iii) that we delay provision of the materials or Services for sixty (60) days or more; or

(e) otherwise as provided for in these terms and conditions.

5.5 Subject to clause 9, where we vary the price or rates payable for the materials or Services pursuant to clause 5.4, we will notify you of the new price or rates. Thereafter you may reject the new price or rates within seven (7) days and terminate the contract for services without further cost, or any penalty to you, otherwise you agree that the new price or rates will apply to the contract.

5.6 For clarity, any termination of the contract for supply under clause 5.5 will be without prejudice to our rights and any materials or Services supplied prior to termination.

6 Additional charges

6.1 Should you request us to undertake or coordinate any service or activity that falls outside the scope of our normal screening and recruitment process or results in us incurring any third-party costs, including medical testing, airfare or travel expenses, accommodation expenses, project bonuses, or advertising costs, then we will be entitled to charge you, and you agree to pay us, such costs, together with a 10% uplift.

6.2 Notwithstanding clause 6.1 and unless otherwise agreed, the following uplift values apply to any contract of which these Terms form part:

(a) all materials or equipment (including but not limited to, personal protective equipment) supplied by us will be charged at cost, together with a 20% uplift;

(b) all medical services that we coordinate will be charged at cost together with a 10% uplift; and

(c) all fit testing equipment that we supply or coordinate will be charged at cost together with a 20% uplift.

6.3 Any additional charges are to be agreed in advance and approved by you.

7 Payment terms

7.1 Unless you have a Credit Facility with us which is not in default:

(a) deposits we have requested must be paid before we commence providing the Services; and

(b) you must pay for all Services on a progressive basis as performed.

7.2 Payment may be made by cash, cheque, electronic funds transfer, Visa, or Mastercard credit cards. We reserve the right to change the payment methods that we accept at any time.

7.3 We may charge a payment surcharge for applicable payment transactions equal to our reasonable cost of acceptance.

7.4 You agree to pay GST on all taxable supplies upon us issuing you a tax invoice relating to the taxable supply.

7.5 You agree to pay sums due to us free of any set off or counterclaim and without deduction or withholding.

8 Recruitment process

8.1 Introductions are strictly confidential and the details of any Candidate or Temporary Employee may not be disclosed to any third party without our prior written and fully informed consent.

8.2 While we make all reasonable endeavours to vet each Candidate and Temporary Employee, we give no warranties with respect to any Candidate or Temporary Employee's skills, qualifications, experience, general integrity, references, or suitability and, to the extent permitted by law, we will not be liable for any loss or damage suffered or incurred by you or any third party arising out of, or in connection with, the employment of any Candidate or the conduct of any Temporary Employee during an Assignment.

8.3 You accept responsibility for the final selection of any Candidate, and you must satisfy yourself as to the background, qualifications, credentials, suitability, and medical condition of the Candidate you choose to engage. We accept no liability for the quality of the work performed by any Candidate, once employed by you.

9 Temporary recruitment

9.1 Upon receipt of a Supply Request from you for Temporary Recruitment, we will, in our Rate Schedule, inform you of the applicable hourly/daily/weekly charge rate applicable to each Temporary Employee to be on-hired on an Assignment (**Charge Rate**).

9.2 Unless the Rate Schedule states otherwise, the Charge Rate:

(a) is exclusive of GST;

(b) includes our commission calculated as a percentage of the Temporary Employee's hourly rate;

(c) contemplates all Temporary Employee Employment Costs;

(d) does not account for:

(i) overtime;

(ii) penalty rates (such as public holiday rates);

(iii) allowances (including travelling, meal, accommodation, and living away allowances, etc.);

(iv) medical examinations;

(v) drug and alcohol assessments; or

(vi) police checks (or any such equivalent enquiries),

the costs of which will be payable by you.

9.3 Subject to clause 9.4, our minimum daily on-hire period for any Temporary Employee is four (4) hours.

9.4 You acknowledge and agree that under the *Fair Work Act 2009* (Cth), modern awards, enterprise agreements, industrial instruments, and other legislation, minimum shift times may apply. If a Temporary Employee is on-hired for a shift time less than the legal minimum shift time, you agree to pay us the Charge Rate applicable to the legal minimum shift time.

9.5 We will be responsible for the payment of all Temporary Employee Employment Costs. We may vary the Charge Rate upon reasonable notice to you by providing you with an updated Rate Schedule if there is any change to our Temporary Employee Employment Costs, or any other costs incurred by us in respect of the on-hire of our Temporary Employees during the continuance of an Assignment. The Charge Rate (as varied) will apply to any current or future Assignments from the date stated in our notice unless you give us notice of your intention to terminate the Assignment.

9.6 Temporary Employees are employed by us and, once on-hired by you, will perform work for you under your control, direction, and supervision. For clarity, we accept no responsibility for supervising any Temporary Employees once they are on-hired by you.

9.7 To the extent permitted by law, we accept no liability whatsoever for any act or omission of any Temporary Employee while that Temporary Employee is under your control, direction, or supervision.

9.8 Without limiting clause 9.7, we accept no liability for the quality of work performed by any Temporary Employee, once on-hired by you.

9.9 If you wish to hire one of our Temporary Employees, you must notify us in writing, in which case we will be entitled to charge you, and you agree to pay to us, a placement fee, which is calculated in accordance with **Table 1** in Schedule 1 to these Terms (which is subject to be reduced proportionality in accordance with **Table 2**). If a Temporary Employee is hired by you, our liability and obligations in relation to that Temporary Employee cease when their employment with us is terminated.

9.10 If, within twelve (12) months after the later of a Temporary Employee being Introduced to you or the end of a Temporary Employee's last Assignment with you, the Temporary Employee accepts any engagement with you (or any Related Party of yours), either as an employee or in any other capacity, you will be charged, and you agree to pay to us, a fee equivalent to a percentage of the Temporary Employee's Total Gross Annual Remuneration, calculated in accordance with **Table 1** in Schedule 1 to these Terms.

For the avoidance of doubt, an engagement includes any arrangement whereby a Temporary Employee continues to provide services to the Client, directly or indirectly, through another recruitment agency, labour hire provider or third-party supplier, irrespective of whether the Temporary Employee's duties, work location or employment arrangements change.

9.11 For clarity, where a Temporary Employee accepts an engagement with you (or a Related Party of yours) pursuant to clauses 9.9 or 9.10, and that engagement is either on a fixed term, part-time, or casual basis, or if they are engaged by you as a subcontractor, then the Temporary Employee's Total Gross Annual Remuneration will be calculated on the basis of their full-time equivalent Total Gross Annual Remuneration (calculated as a multiple of the expected weekly hours worked multiplied by forty-eight (48) weeks times the hourly charge) and the fee will be charged on that basis.

9.12 Clauses 9.6 to 9.10 survive the termination or performance of a contract for services.

10 Timesheets

10.1 You must ensure that each of our Temporary Employees complete a timesheet for the hours they have worked in the preceding week (**Timesheet**).

10.2 You must approve each Temporary Employee's Timesheet by Monday at 12.00pm (or by such other time nominated by us) by signing in wet ink or lawfully electronically executing Timesheets, or otherwise using our nominated time tracking software to approve Timesheets. You must also appoint an appropriate person to facilitate these processes, as required.

10.3 You acknowledge and agree that the Timesheet must be signed by an Authorised Person.

10.4 Where applicable, you agree to using our nominated time tracking software.

10.5 Your approval of a Timesheet constitutes your acceptance of the hours claimed by the relevant Temporary Employee.

10.6 By approving a Timesheet, you warrant and represent to us that the hours stated on each Timesheet in respect of each of our Temporary Employees are correct and were worked by said Temporary Employees.

10.7 Notwithstanding clause 10.3, if you fail to sign a Timesheet, but submit the Timesheet to us, you will be deemed to have accepted the hours claimed on the Timesheet as being correct. A failure to sign a Timesheet does not in any way alter your liability to us.

10.8 If you fail to submit a Timesheet to us by the nominated time, we will be entitled to charge you, and you agree to pay to us, the applicable hourly Charge Rate for each hour worked by a Temporary Employee, as advised to us by that Temporary Employee.

11 Your obligations

You undertake to:

(a) conduct your business lawfully at all times;

(b) maintain at all times all insurances required by law;

(c) communicate with us clearly and frequently about your requirements of us and the work to be performed for you;

(d) provide appropriate access to the workplace for us and our Temporary Employees at all reasonable times during the continuance of an Assignment;

(e) provide a workplace specific and job specific induction to be completed before any of our Temporary Employees commence an Assignment with you;

(f) ensure that our Temporary Employees are familiar with your operations, facilities, policies, and procedures;

(g) provide a suitable and safe workplace for our Temporary Employees that complies with all applicable work health and safety legislation and standards applicable to your business;

(h) provide suitable amenities for all Temporary Employees and their possessions;

(i) promptly inform us of any proposed change to the location of your workplace;

(j) promptly inform us of any proposed change to the job specification or work activities performed by our Temporary Employees;

(k) not pay our Temporary Employees directly (including incentive and bonus payments);

(l) not on-hire or resupply our Temporary Employees to any third party during the continuance of an Assignment;

(m) provide our Temporary Employees with adequate training, supervision, and direction at all times during the continuance of their Assignment;

(n) promptly inform our Temporary Employees and us of any unusual workplace risk or practice or of any change in site or safety conditions that may present a hazard to our Temporary Employees;

(o) properly maintain all plant and equipment (where applicable);

(p) promptly notify us in writing of any performance issues in relation to our Temporary Employees; and

(q) as soon as practicable, notify us in writing of:

(i) any serious incident, 'near miss', injury, or illness with respect to any of our Temporary Employees; and

(ii) any event or circumstances that may give rise to a Claim by, against, or involving, any of our Temporary Employees (including any Claim pertaining to bullying, harassment, or discrimination).

12 Cancellation of Assignment

12.1 You must advise us of cancellations verbally and in writing no later than two (2) hours before an Assignment is due to commence.

12.2 Where you fail to notify us in accordance with clause 12.1 you will be charged the minimum daily on-hire period for Temporary Employees.

13 Permanent Recruitment

13.1 We will:

(a) use our reasonable efforts to ensure that we only Introduce appropriate Candidates to you;

(b) only Introduce Candidates to you who have been interviewed by an experienced consultant of ours;

(c) endeavour to refrain from Introducing a Candidate to you without the Candidate's prior knowledge and consent;

(d) complete a reference check in respect of all Candidates (or, where this is inappropriate or otherwise not possible, advise you as such); and

(e) in no circumstances charge a Candidate for being Introduced to you.

13.2 If, within twelve (12) months of a Candidate being Introduced to you, the Candidate accepts any engagement with you (or any Related Party of yours), either as an employee or in any other capacity, you will be charged, and you agree to pay to us, a fee equivalent to a percentage of the successful Candidate's Total Gross Annual Remuneration, calculated in accordance with **Table 1** in Schedule 1 to these Terms.

13.3 Where a Candidate is placed on a part-time position, the placement fee shall be calculated on a pro-rata basis. Should the Candidate accept a permanent position with you, an additional fee of no more than the balance of the fee in accordance with clause 13.2 will apply.

13.4 When you agree to a deposit, the total fee, will be payable as follows:

(a) the deposit amount (if any) paid upon acceptance of the assignment with immediate payment terms;

(b) the balance of the total actual fee upon placement of a successful candidate. The deposit is non-refundable.

13.5 Where you have engaged a Candidate for a period of six (6) months or less, the applicable fee set out in Table 1. In Schedule 1 will be reduced by 40%.

13.6 Where you have engaged a Candidate for a period greater than six (6) months, the applicable fee set out in Table 1. In Schedule 1 will be reduced by 0%.

13.7 Candidate accepts any engagement with you (or any Related Party of yours), either as an employee or in any other capacity, you will be charged, and you agree to pay to us, a fee equivalent to a percentage of the successful Candidate's Total Gross Annual Remuneration, calculated in accordance with Table 1 in Schedule 1 to these Terms

13.8 You must immediately notify us in writing if any Candidate accepts any engagement, either as an employee or in any other capacity, with you (or any Related Party of yours) within twelve (12) months of that Candidate being Introduced to you.

13.9 Clauses 13.5 and 13.9 survive the termination or performance of a contract for services.

14 Replacement Guarantee

14.1 Subject to clause 14.2 to 14.5, if a Candidate you have recruited through us leaves your organisation, or has their employment terminated for cause due to fraud, negligence, or serious misconduct, within twelve (12) weeks of the date their employment commences (or is due to commence), we will endeavour to find you a suitable replacement (**Replacement Candidate**) at no additional charge, unless the Candidate leaves your employment, or has their employment terminated because of:

(a) a change to the job description;

(b) a change to working conditions;

(c) a change to the place of employment; or

(d) retrenchment,

(hereinafter referred to as the **Replacement Guarantee**).

14.2 The Replacement Guarantee is conditional upon:

(a) all sums due to us having been paid in full in accordance with: any relevant due dates for payment, these Terms, and your Credit Facility (if applicable); and

(b) you making a Claim within thirty (30) days of the date the Candidate leaves your organisation or has their employment terminated (as the case may be) (**Exit Date**).

14.3 If, within eight (8) weeks of you making a Claim under clause 14.1:

(a) we are unable to find you a Replacement Candidate; or

(b) you notify us that a Replacement Candidate is not required,

then:

(c) we will be at liberty to retain 50% of the original fee paid by you; and

(d) we will provide you with a credit note equal to 50% of the original fee paid by you.

14.4 The credit note contemplated by clause 14.3 may be applied by you to any future Services and will be valid for a period of twelve (12) months from the relevant Candidate's Exit Date.

14.5 For clarity, the Replacement Guarantee will not apply where:

(a) a replacement is recruited by you directly;

(b) a Replacement Candidate has been hired by you (i.e. the Replacement Guarantee will not apply to the Replacement Candidate); and

(c) you have hired a Temporary Employee.

15 Default

15.1 Clauses 15.2 to 15.6 apply if you fail to pay sums to us when they fall due.

15.2 We may charge you interest on the outstanding debt (including any judgment debt) at the rate of 10% per annum.

15.3 We will have the right of a general lien on the Client Materials (and any relevant documentation including but limited to Working Documents licensed or assigned to you or Related Parties) that is in our possession to secure payment of all amounts due to us.

15.4 Where we exercise the right of a general lien (or other applicable security interest) subject to this clause 15, we may in our reasonable discretion apply the proceeds of any such sale in discharge of the lien or security interest, and the costs of sale.

15.5 We may suspend or cease the provision of any further Services to you.

15.6 We may require pre-payment in full for any Services which have not yet been provided.

16 Indemnity

16.1 If you default in the performance or observance of your obligations under any contract of which these Terms form part, then:

(a) we will take steps to mitigate our loss and act reasonably in relation to any default by you; and

(b) we will give you notice requesting payment for loss and damage occasioned in respect of those events and requesting that you remedy any breach within a reasonable time; and

(c) if that demand is not met then you indemnify us in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that we have suffered arising therefrom.

16.2 Your liability to indemnify us will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by us or a breach of our obligations under contract has contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.

16.3 Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives the termination or performance of any contract of which these Terms form part.

17 Limitation of liability

17.1 No party is liable to the other party for any Consequential Loss, including under clause 16, however caused arising out of or in connection with any contract for services of which these Terms form part.

17.2 If the contract for services is not a Consumer Contract or a Small Business Contract then, to the extent permitted by law, our liability is limited to:

(a) (in the case of Temporary Recruitment):

(i) us replacing the Temporary Employee with a suitable replacement; or

(ii) us paying you the cost of you engaging a suitable replacement.

(b) (in the case of Permanent Recruitment):

(i) us replacing the Candidate with a suitable replacement; or

(ii) the charges you have paid to us for identifying and recruiting that Candidate.

(c) (in the case of all other Services):

(i) us supplying the Services again; or

(ii) us paying you the cost of having equivalent Services supplied.

18 Client Material

18.1 You warrant and represent to us that all Client Material:

(a) is accurate, contemporaneous, and correct; and

(b) will not infringe the Intellectual Property Rights of any third-party.

18.2 You grant us a non-exclusive, non-transferrable, royalty free, perpetual, worldwide licence to use all Client Material for:

(a) the purposes or performing the Services; and

(b) marketing and advertising.

19 Security interest

19.1 You must reimburse us for any costs we incur in registering our interests (where applicable) on the Personal Property Securities Register (including registration fees).

19.2 You:

(a) waive your right to receive a copy of any verification statement in accordance with section 157 of the PPS Act;

(b) agree that, to the extent permitted by the PPS Act:

(i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and

(ii) you waive your right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.

19.3 We need not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.

19.4 Where we have rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

20 Intellectual Property Rights

20.1 All right, title, and interest in the Intellectual Property Rights in and to all Working Documents are, and will at all times, remain our property.

20.2 All improvements, derivatives and modifications to the Intellectual Property Rights contemplated by clause 20.1 (the '**Improvements'**) vest in us immediately on creation. To the extent necessary to give effect to this clause 20, you assign to us all right, title, and interest in the Improvements.

20.3 You acknowledge and agree that you have no rights to use our Intellectual Property Rights under these Terms, except as expressly set out herein, unless otherwise agreed in writing.

21 Confidentiality

21.1 You agree to keep confidential, and not use or disclose, other than for your internal business purposes, any Confidential Information provided to or obtained by you before or after your entry into a contract of which these Terms form part.

21.2 The obligations of confidence imposed on you by clause 21.1 do not apply to Confidential Information that is required to be disclosed by any applicable Law or under compulsion of a court, Government Authority, or the rules of any securities exchange (as long as you disclose the minimum amount required to satisfy the Law or rules, provide us with prior notice in writing, and take reasonable steps to maintain the confidence of such Confidential Information) or that is in the public domain otherwise than as a result of a breach of these Terms or other obligation of confidence.

21.3 Clauses 21.1 and 21.2 survive the termination or performance of a Contract.

22 Workplace Health & Safety

22.1 The parties acknowledge and agree that mutual obligations exist in relation to the health and safety of Candidates and Temporary Employees during Assignment and other placements (as the context requires).

22.2 We may remove any Temporary Employee from an Assignment if we reasonably determine that the workplace is unsafe or at risk.

23 Advertising

23.1 We will place internet advertisements on major job sites at no cost to you (the **'Standard Internet Advertising'**).

23.2 Unless otherwise agreed, you must pay our reasonable costs incurred for advertisement services ordered by you in excess of the Standard Internet Advertising.

24 Termination

A party may, with immediate effect, terminate any contract for services of which these Terms form part by notice in writing, if the other party:

(a) commits a material or persistent breach of these Terms and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice

(or such longer time as specified in the notice) identifying the breach and requiring its remedy; or

(b) has failed to pay sums due to the party within seven (7) days; or

(c) has indicated that it is, or may become, insolvent; or

(d) ceases to carry on business; or

(e) comprises an entity which is the subject of the appointment of receivers or managers; or

(f) comprises a natural person who:

(i) has committed an act of bankruptcy; or

(ii) has been made bankrupt;

(g) comprises a corporation which:

(i) enters into voluntary administration;

(ii) is subject to a deed of company arrangement; or

(iii) is subject to the appointment of liquidators or provisional liquidators.

25 Variation

We may amend these Terms in the future by notifying you in writing. The amended Terms will thereafter apply to each Supply Request you place unless you earlier give us written notice in advance of placing a further Supply Request.

26 Nature of relationship

26.1 We provide our Services as an independent contractor. Nothing in these Terms, or any contract of which these Terms form part, is to be construed as creating a relationship of agency, joint venture, partnership, or other relationship with duties or incidents different from those of parties to an arm's length contract.

26.2 For the removal of doubt, no Temporary Employee or Candidate has any right or authority to:

(a) bind us to any agreement;

(b) assume or create any obligations for, or on behalf of, us; or

(c) make any representation or give any warranty for, or on behalf of, us.

27 Assignment

A party may only assign its rights under the contract for services with the written consent of the other party.

28 Conflicts and Inconsistencies

If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):

(a) the Rate Schedule;

(b) any terms governing your Credit Facility; and

(c) these Terms.

29 Severance

If any part or term of our agreement with you (including any Credit Facility) is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the contract and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

30 Governing law and jurisdiction

30.1 Our relationship is governed by and must be construed according to the law applying in the State of South Australia.

30.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of South Australia with respect to any proceedings that may be brought at any time relating to our relationship.

31 Insurance

31.1 You must maintain insurance policies in sufficient amounts to cover:

(a) all reasonably foreseeable risks and loss or damage to property, whether to your property or to the property of another and including without limitation all machinery, motor vehicles and other plant and equipment to which workers may operate or handle; and

(b) risk of death or personal injury whether sustained by your workers or members of the public.

31.2 You must ensure that you have in place all valid and current insurances relevant to our worker/s including (without limitation) to public liability, but excluding workers compensation insurance.

31.3 Should our worker/s be asked by you to drive a company vehicle, then it is assumed that you have all necessary insurances for the vehicle, and that the vehicle is well maintained and has an up to date service history. In the event of damage to the vehicle, the liability and any excess charges will be born entirely by you.

32 Definitions

In these Terms, unless the context otherwise requires, the following apply.

32.1 **Assignment** means the on-hire placement of one or more of our Temporary Employees to perform work at your premises or anywhere else specified by you and approved by us.

32.2 **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended.

32.3 **Authorised Person** means a person authorised by the Client to sign the Temporary Employee's Timesheet.

32.4 **Body Corporate** has the meaning given to this expression by the Corporations Act.

32.5 **Candidate** means a person who seeks to be employed by you.

32.6 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to a contract for services.

32.7 **Client**, **you** means the person submitting a Supply Request to us (or on whose behalf a Supply Request is submitted).

32.8 **Client Material** means all information and documentation provided to us by you (or on your behalf) in the course of us supplying the Services.

32.9 **Confidential Information** includes:

(a) any information relating to our business and affairs;

(b) any information that is by its nature confidential;

(c) any information which is designated by us as confidential;

(d) any information that you know, or ought to know, is confidential; and

(e) all financial information, pricing information, and commercially valuable information of ours.

32.10 **Consequential Loss** includes any:

(a) consequential loss;

(b) loss of anticipated or actual profits or revenue;

(c) loss of production or use;

(d) financial or holding costs;

(e) loss or failure to realise any anticipated savings;

(f) loss or denial of business or commercial opportunity;

(g) loss of or damage to goodwill, business reputation, future reputation, or publicity;

(h) loss or corruption of data;

(i) downtime costs or wasted overheads; or

(j) special, punitive, or exemplary damages.

32.11 **Consumer Contract** has the meaning given to this term in section 23(3) of the Australian Consumer Law.

32.12 **Corporations Act** means the *Corporations Act 2001* (Cth), as amended.

32.13 **Credit Facility** means an account we have opened for you on which we may, from time to time, extend you with additional time to pay for our Services and associated charges.

32.14 **Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statue, at common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device

form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.

32.15 **Introduction** means:

(a) your interview or canvassing of a Temporary Employee or Candidate in person, by telephone, by videoconference or other electronic means following your instruction to us to supply a Temporary Employee or Candidate; or

(b) (in relation to a Temporary Employee): the introduction or presentation for on-hire by us to you of any of our Temporary Employees or any information about a Temporary Employee (including their resume or curriculum vitae (**CV**))**;** and

(c) (in relation to a Candidate): the introduction or presentation by us to you of a Candidate or any information about a Candidate (including their resume or CV).

32.16 **Permanent Recruitment** means the search for, screening, and selection of Candidates for permanent part-time or full-time employment with you.

32.17 **PPS Act** means the *Personal Property Securities Act 2009* (Cth), as amended.

32.18 **Rate Schedule** means the document entitled 'Rate Schedule' (or a similar title) issued by us to you from time to time.

32.19 **Related Entity** has the meaning given to this term in the Corporations Act.

32.20 **Related Party** means a Related Entity or Related Body Corporate of the Client or a Body Corporate owned or controlled by a Related Entity of the Client (whether wholly or in part). And

(b) any third-party recruitment agency, labour hire provider, employment agency, contractor, subcontractor, supplier or other entity, whether related or unrelated to the Client, to which a Candidate or Temporary Employee introduced or supplied by us is transferred, referred, transitioned, registered, employed or otherwise engaged, directly or indirectly, at the request, direction, recommendation or facilitation of the Client.

For the avoidance of doubt, this definition includes any third-party agency or supplier engaged by the Client to continue the services of a Candidate or Temporary Employee originally introduced or supplied by us, regardless of whether the engagement occurs through a different employment arrangement, contractual structure or intermediary.

32.21 **Services** means all services performed by us, as described on our quotation, invoice, or any other form issued by us.

32.22 **Small Business Contract** has the meaning given to this term in section 23(4) of the Australian Consumer Law.

32.23 **Supply Request** means a written or oral order placed by you requesting that we provide Services.

32.24 **Supplier**, **we**, **us** means the following entities (several, not jointly): Entire Recruitment Synaco Pty Ltd (ACN 628 616 400), IPA By Synergie Pty Ltd (ACN 674 660 685), Synaco Global Recruitment Pty Ltd (ACN 157 844 212), and Synaco Resources Pty Ltd (ACN 093 501 314).

32.25 **Temporary Employee** means one of our employees or independent contractors registered with us for on-hire engagements (including, where the context requires, their employees, agents, and sub-contractors).

32.26 **Temporary Employee Employment Costs** means any expenses or deductions incurred by us directly in relation to our employment of a Temporary Employee and includes:

(a) remuneration;

(b) superannuation;

(c) sick leave;

(d) holiday entitlements;

(e) leave loading; and

(f) insurance (including public liability and workers compensation).

32.27 **Temporary Recruitment** means the Assignment of a Temporary Employee with you.

32.28 **Total Gross Annual Remuneration** means a person's total annual remuneration, including base salary, employer superannuation contributions (including compulsory contributions), allowances, inducements or sign-on payments, anticipated commission and bonus earnings, and non-salary benefits (e.g. medical cover, education, the use of a motor vehicle, or parking allowance), the value of which will be determined by us, acting reasonably. Unless otherwise agreed in writing, the provision of a full maintained motor vehicle will be attributed to the value of $15,000.

32.29 **Working Documents** means all plans, designs, specifications, and schedules created by us in the course of or in relation to any contract in which Intellectual Property Rights may subsist and all drafts, variations, alterations, and adaptations of such plans, designs, specifications, and schedules (whether currently existing or created in the future).

33 Interpretation

In these Terms, unless the context otherwise requires:

33.1 A time is a reference to the time zone of Sydney, Australia unless otherwise specified.

33.2 $, dollar, or AUD is a reference to the lawful currency of Australia;

33.3 A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.

33.4 A right includes a benefit, remedy, authority, discretion, or power.

33.5 The singular includes the plural and vice versa, and a gender includes other genders.

33.6 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

33.7 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.

33.8 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".

33.9 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.

Schedule 1 – Placement fees

Table 1. Candidate / Temporary Employee Placement Fee (calculated as a percentage of the Candidate's / Temporary Employee's Total Gross Annual Remuneration exclusive of GST).

Total Gross Annual Remuneration	Exclusive Rates	Non-exclusive Rates
Up to $60,000	14%	16%
$60,001 to $100,000	15%	17%
$100,001 to $150,000	16%	18%
$151,000 to $199,999	17%	19%
$200,000 +	18%	20%

Table 2. Temporary Employee Placement Fee reduction / discount rates

Hours of service	Placement fee reduction / discount rates
0 to 249 hours	No discount
250 to 499 hours	25%
500 to 749 hours	50%
750 to 999 hours	75%
1000 + hours	100%