

order confirmation

permanent/fixed term staff

The client engages Randstad Pty Limited ABN 28 080 275 378 ("**Randstad**") to carry out recruitment services and introducing Candidates to the Client. The below is deemed accepted by the Client by virtue of its request for, interview with or Introduction of a Candidate, or the passing of any information by the Client about such workers to any third party and shall prevail over any conflicting terms and conditions put forward by the Client.

Client name and ABN:	
Address:	
<i>As an authorised representative of the Client, I accept for and on behalf of the Client:</i>	
Signed:	
Name:	Date:

1. Placement fee – permanent recruitment

If the Client offers to employ a Candidate (irrespective of the position) within 12 months of Randstad introducing (in any way, whether directly or indirectly, including where Randstad 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 offers to employ the Candidate) a Candidate to the Client, the Client will pay Randstad a Placement Fee, calculated as a percentage of the Salary Package as per the schedule of fees attached, or the fees as notified by Randstad (payable within 14 days from date of invoice). Randstad will charge the full time equivalent Placement Fee for a Part-Time Placement (with no pro-rating). For the avoidance of doubt, a Candidate includes a Randstad (or an affiliated entity) staff member.

2. Placement Guarantee (Permanent placement only)

- 2.1** If a Candidate placed in a permanent role by Randstad leaves the Client's employ within 3 months of commencement (the "**Guarantee Period**"), Randstad will endeavour to find a replacement at no additional charge (the "**Placement Guarantee**"), as long as the following conditions have been met: (a) the Client paid the Placement Fee when due; (b) the Client gave written notice; (c) the original job description and assignment specification do not alter (including workplace, statutory/regulatory conditions implemented after the date of placement); (d) cessation of the employment was not due to restructuring of the role, retrenchment or redeployment or grievance against the Client; and (e) Randstad is given the exclusive recruitment opportunity to find a replacement Candidate for at least 4 weeks.
- 2.2** If Randstad is unable to source a replacement, it will (at the Client's discretion) continue to try to find a replacement or credit the Client's account a portion of the Placement Fee in accordance with the schedule of fees or as communicated to Client. The credit will be valid for 12 months from the date it is raised. 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 Temporary Employee or on a fixed term placement.

3. Fixed term placements

A Placement Fee for fixed term placements will be charged on a pro rata basis (on the basis that the full Placement Fee is payable for a period of 12 months or more). If the Candidate is subsequently offered a permanent position, the Client will be charged the balance of the full Placement Fee amount. If the fixed term placement is extended, but not fully converted to a permanent position, the Client will be invoiced a further pro rata amount based on the additional period the Client intends the Candidate to continue. This arrangement will be repeated until the amount of the Placement Fee for a permanent placement has been invoiced and paid. For fixed term placements of less than 6 months there will be a minimum pro rata charge of 50%.

4. Maximum Term Assignments

- 4.1** Where Randstad engages a Candidate on a maximum term or permanent contract at the Client's request, the Client agrees to: a) Provide Randstad with at least 1 months' notice of any changes to the Candidate's assignment, including (but not limited to) changes to the working pattern or ending of an assignment prior to the agreed expiry date of the assignment. This clause operates to the exclusion of any other notice provisions.

- 4.2** The Client will reimburse Randstad for any costs associated with notice and/or redundancy in a lump sum should the assignment end earlier than the booking term.
- 4.3** The Client will not allow the Candidate to perform any work beyond the booking end date without express written authorisation from Randstad.

5. Retained assignment and executive search

A non-refundable service fee of 40% 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 to proceed with the recruitment process. The remainder of the Placement Fee will be invoiced at the time of offer.

6. Other

- 6.1** Randstad's total liability, 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.
- 6.2** 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.
- 6.3** Randstad's obligation to indemnify will be reduced proportionally to the extent that any negligent, wilful or unlawful acts or omissions of Client or third party caused or contributed to any loss or damage.
- 6.4** 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. The client undertakes to comply with all relevant privacy and data security laws. The Client is required to respect and protect the privacy of Candidates at all times.
- 6.5** All fees are subject to GST.
- 6.6** Randstad may freely assign receivables due to it.
- 6.7** Client warrants that the provision of services and payment hereunder shall not result in breach of any trade, economic or financial sanctions or Modern Slavery laws or regulations.
- 6.8** Randstad will endeavour to provide accurate information such as qualifications and experience, but cannot accept responsibility for any loss in connection with the Introduction of the Candidate, the Candidate's subsequent employment or otherwise. Client agrees to satisfy itself of the suitability of any Candidate introduced to it by Randstad. Client agrees that it will investigate references, and satisfy itself regarding any medical requirements, qualifications, and working rights as it may see fit including where such investigations are undertaken by Randstad on the Client's behalf.
- 6.9** Client warrants that by it requesting Randstad to submit Candidates, the Client confirms that they have already considered all their 'internal database' candidates, or candidates known to them through advertising or social media networks. As a result, any Candidate referred by Randstad, who is then engaged, incurs the Placement Fee, regardless of whether the Candidate is subsequently found in the Client's internal database or networks after being Introduced.