

Aussie Locums

Terms of Business - Permanent Placements

These Terms and Conditions are between Aussie Locums (“the Company”) and any company, firm or organisation (“the Client”) for the introduction of personnel employed on a permanent basis (“the Candidate”).

1. Application and acceptance

1.1 These Terms and Conditions apply to every transaction between the Company and the Client, in respect of temporary and contract personnel, unless the Client is advised in writing by a Director of the Company of any additions, alterations and substitutions.

1.2 The Client is deemed to have accepted these Terms of Business by virtue of its invitation to interview or engage a Candidate, and/or by signing the attached page and returning it to the Company, and/or by verbal instructions by the Client to the Company to supply candidates will be deemed as the Client’s acceptance of these Terms and Conditions. These Terms of Business may only be altered via written agreement between the Client and the Company. Such agreement needs to be accepted by the other party.

2. Employment by Client

2.1 The Client acknowledges that upon its acceptance of a Candidate who is introduced by the Company the Candidate will be an employee of the Client and not the Company and the Client shall be responsible for the payment of salary or entitlements of the Candidate including PAYE/PAYG tax, workers compensation, superannuation and payroll tax.

2.2 The Client shall be responsible for the preparation and execution of any Contract of Employment to be entered into with the Candidate.

3. Fees

3.1 In consideration of the Company providing services to the Client for the introduction of the Candidate for a permanent position with the Client, the Client shall pay the consultancy fees which are set at a flat rate of 17% of the Candidates first year’s starting base salary.

3.2 Our fees are calculated as a percentage of the annual base salary only. We do not charge on superannuation.

4. Advertising and interviewing expenses

4.1 Where an assignment is advertised on behalf of a Client, all prior agreed costs are set out in the assignment proposal. Cancellation of an advertisement will be accepted by the company where sufficient time is allowed prior to going to press. If insufficient notice is provided and/or the Company incurs any costs in relation to a cancellation (including placement and production costs), these will be at the cost to the Client.

5. Payment

5.1 The Client will pay all fees and charges in accordance with the terms of payment shown on the Company’s invoice. Where fees are paid outside the Company’s terms, the Client will forfeit any claim under Clause 7 of these Terms and Conditions. If payment is not made on the due date, the Company reserves the right to charge interest at a rate of 5% per month on unpaid invoices from the due date to the receipt of payment.

5.2 All fees due to the Company will be paid to the Company within fourteen (14) days of commencement of employment of the Candidate.

5.3 Any fees or charges payable under this Agreement will be exclusive of Goods and Services Tax as deemed in A New Tax System (Goods and Services Tax) Act 1999. The Client will pay any amount of Goods and Services Tax payable in addition to any fees or charges payable under this Agreement.

6. Subsequent employment

6.1 In the event that a Candidate introduced by the Company is rejected by the Client or the Candidate rejects an offer by the Client and is subsequently employed by the Client within twelve (12) months of the original interview date, the Client will pay a fee to the Company in accordance with its normal scale of fees applicable at the time of the initial introduction. Such placement will not attract a guarantee period.

6.2 In the event that the Client introduces a Candidate, introduced to the Client by the Company, to a third party, resulting in the employment of the Candidate within twelve (12) months of the original interview date, the Client will pay a fee to the Company in accordance with its normal scale of fees current at the date of employment. Such placement will not attract a guarantee period.

7. Permanent

7.1 The Company guarantees all permanent placements for a period of three (3) months from the date of commencement for non-retained assignments and six (6) months for retained and search assignments. In the event that either the Candidate or the Client terminates the employment during these guarantee periods from the date upon which the Candidate commences employment with the Client, and provided that:

- (a) the Client or any subsidiary or associated company of the Client does not engage the Candidate within twelve (12) months of the date of termination;
- (b) the Client notifies the Company in writing of the termination of employment within seven (7) days;
- (c) the termination is not due to redundancy or other business rationalisation; and

- (d) all fees due to the Company have been paid by the Client in accordance with these Terms and Conditions;
- (e) the job description and employment conditions during the employment are materially the same or similar to those described by the Client to the Company during the provision of services (i.e., there have not been substantial organisational or other changes in the Client's business which are beyond the Company's control);
- (f) the replacement guarantee is valid for a period of three (3) to six (6) months (depending on the assignment) from the termination date and as the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should there be any changes to the original role for which we recruited.

The Company will arrange a suitable replacement at no additional charge (other than agreed advertising costs).

There is no guarantee period applicable to fixed term contracts of less than 12 months.

Where a replacement is recruited there will be no guarantee period applicable for such a placement.

Then, if the Company is unable to find a replacement, the Client will receive a 50% credit against the Company's invoiced consultancy fee. The credit will be valid for a twelve (12) month period from the date that the Candidate or Client terminates the employment and will be calculated as 50% of that fee.

7.2 Retained Assignments

For Retained Assignments, the Client is invoiced at two main decision points – a retainable fee at the point of authorisation, and the final fee invoiced on the first day of the candidate commencing in the role – which reflects the balance payable against actual starting salary. Retainer and working fees are one third of the total estimated placement fee and are non-refundable. Retained fees are invoiced immediately once authorisation is given to proceed. The remaining two thirds will be invoiced on the candidates first day. Both are due and payable within 14 days from receipt of the invoice. All internal candidates and any direct applications are to be referred to the Company for fairness and equity in the search process. Should candidates not be referred to the Company, the full search fee as agreed will apply should an internal candidate or external direct applicant progress to a permanent placement.

The Client agrees to immediately pay any invoice for previously negotiated disbursement expenses, regardless of the final outcome of the recruitment process. Disbursements may include, but are not limited to, travel and accommodation, video conferencing, scribing or couriers.

8. Reference checking, verification, and suitability

8.1 The Company will be responsible for carrying out necessary reference checking and testing (including confirmation of academic and professional qualifications) on behalf of the Client on terms agreed with the Client at the time. The Client is also responsible for satisfying itself as to the suitability of the Candidate prior to the employment of the Candidate.

8.2 The Company will undertake the task of verifying the work rights and entitlements of any prospective employees who were born overseas under the Migration Act 1958, although the Company and the Client agree to jointly and severally undertake to satisfy themselves of the verification and confirmation of legal working rights and entitlements of any prospective candidates prior to employment of the Candidate.

8.3 The Company will endeavour to ensure that Candidates introduced to the Client are appropriate given the assignment brief provided by the Client, however the Company will not be liable for any untrue statements, errors, omissions, incorrect conclusions, or misrepresentations made by the Candidate or for the accuracy or completeness of information provided by a Candidate or a third party.

8.4 The Company and the Client agree to share responsibility for satisfying that the Candidates meet the requirements of the work, in that they:

- (a) have the qualifications, training, and experience required to perform the work; and
- (b) meet any work health & safety requirement imposed by law to perform the work; and
- (c) meet any other inherent requirements of their position including, genuine occupational requirements, professional or personal suitability requirements, and the conditions of any relevant licence, permit, or registration.

9. Liability and indemnity

9.1 Except as may be expressly agreed in writing, the Company makes no representation and gives no guarantee that our Candidates will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal.

9.2 (a) Subject to sub-paragraphs (c) and (d), the Company will not be liable to you for, and you will indemnify us against, any liability for damage, loss, expense or injury of whatsoever nature or kind, however caused by our Candidates (including by their negligence) whilst they are working under your supervision, direction, or instruction;

(b) Subject to sub-paragraphs (c) and (d), the Company will not be liable to the Client and the Client indemnifies the Company for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Candidate or from any information or references provided by or on behalf of a Candidate, the introduction of a Candidate by the Company, the employment of a Candidate or any delay or failure by the Company to refer a Candidate to the Client;

(c) Sub-paragraph (a) and (b) does not reduce our liability, directly incurred, to the extent to which we may have contributed to any such damage, loss, or injury; and

(d) Nothing in this Contract excludes, restricts or modifies the application of any statutory consumer guarantee in respect of our Workforce Services; the exercise of a right conferred by such a guarantee; or our liability for failure to comply with a statutory consumer guarantee - other than to the extent of limiting our liability in the case of a failure to comply with regard to the supply of our Workforce Services (other than services of a kind ordinarily acquired for personal, domestic or household use or consumption) to supplying or paying the cost of having the Workforce Services supplied again.

10. Warranties Excluded

The highest professional standards observed by the Company in the screening and selection process cannot be taken as a guarantee of short-listed candidates' performance or conduct. Clients acknowledge that recruitment of staff through the Company is in no way comparable to purchase of product, and that by reason of the human element, recruitment services are not comparable to other professional services such as finance, accounting and legal. To the full extent permitted by law, all guarantees, and warranties expressed or implied, written or verbal, unless contained in these Terms and Conditions, are therefore excluded.

11. Confidentiality

11.1 All information in respect of a Candidate is personal information and confidential information provided to the Client for the sole purpose of enabling the Client to determine the suitability of a Candidate for employment.

11.2 The Client agrees to comply with the term of the Privacy Act 1988 (Cth), including with respect to collection, use, disclosure, accuracy, security, and openness in relation to all personal information supplied to it by the Company. The Client agrees to access, use, and store all such personal information solely for the purposes of this Agreement. The Client agrees to preserve the privacy of personal information concerning any of our Candidates, whose personal information has been provided to you or accessed by you, to a standard not less than that prescribed by any Privacy Law that applies to your handling, control, or processing of the information.

11.3 The Client agrees to co-operate fully with the Company in respect of any requests from individuals to access or correct personal information or in connection with the exercise of the functions of the Privacy Commissioner under the Privacy Act.

11.4 This clause will survive the termination or expiry of this Agreement and the Client indemnifies and holds harmless the Company against all costs, losses, damages, claims and expenses which the Company suffers or incurs due to the Client's breach of this clause.

12. Events Beyond Control

Parties may be excused for failure to perform due to events beyond their reasonable control

- (a) A Party may be excused for failure to perform its obligations under this Contract due to events beyond its reasonable control provided that it has not caused the event I.
- (b) Without limitation to events that may be beyond the reasonable control of a Party, such events may include: strikes, insurrections, riots, and wars, floods, bushfires, earthquakes and other natural events, pandemic, border disclosure, declared state of emergency order or direction.
 - i. If either Party asserts an event beyond that Party's control as an excuse for failure to perform its responsibilities, then the asserting Party must prove:
 - ii. that it took reasonable steps to minimise delay or damage caused by foreseeable events;
 - iii. that it substantially fulfilled all obligations not sought to be excused; and that the other Party was notified in a timely manner of the likelihood or actual occurrence of the event.

ISO 9001:2015 REQUIREMENTS

Clause: 7 Support

7.1 Resources

7.1.1 General

7.1.2 People

7.2 Competence

7.5 Documented information

7.5.1 General

7.5.2 Creating and updating

7.5.3 Control of documented information

Clause: 9 Performance evaluation

9.2 Internal audit

9.3 Management review

9.3.1 General

Clause: 10 Improvement

10.1 General

10.2 Nonconformity and corrective action

10.3 Continual improvement