

Terms & Conditions

These Terms and Conditions shall constitute an Agreement between Globe Workforce Solutions Pty Ltd, ABN 86 117 563 541 (the Agent) and the host employer (the Client) of the employee (the Candidate).

These Terms and Conditions become effective when you, our Client, return a signed copy of this agreement to us, or accept an introduction of a Candidate from us, will amount to your acceptance of these Terms of Business.

No variation can be made to these terms without the written consent of a Director of Globe Workforce Solutions Pty Ltd.

General

- 1) A Candidate introduction is the referral of Candidate's personal particulars to the Client, including Candidate Summary and / or resume or other documents.
- 2) All Candidate information provided to the Client as a short list is confidential, as per the Privacy Act of 1988.
- 3) The Client is liable for payment within 2 weeks of an invoice being issued. The Agent reserves the right to charge a late payment fee of 5% per month on any outstanding balances.
- 4) If the Client wishes to impose specific requests that are outside the Agent's standard recruitment procedures, such requests will be agreed and will be carried out as per Client's instructions and at the Client's expense.
- 5) Should the Client or any subsidiary, or associated employer, or related body corporate of the Client, engage a Candidate introduced by Globe Workforce Solutions within a period of thirteen (13) months from the date of introductions either through its own resources or through another agency, the Client will be liable to pay the appropriate placement fee in accordance with these Terms and Conditions.
- 6) You must notify us immediately where a Candidate who we introduced, directly or indirectly, to your organisation accepts an engagement with you or any subsidiary, or associated employer, or related body corporate of the Client. A Candidate introduced indirectly includes anyone introduced by another Candidate who had themselves been introduced by us in the previous thirteen months.

On-Hire Staffing Services

- 1) The Client agrees to pay the hourly fee (plus GST) advised by the Agent at the time of booking the assignment (Fee). The Fee includes allowance for all statutory charges (including workers compensation, payroll tax and superannuation) paid by us. Travelling, accommodation and or any other expenses, as may be agreed, will be charged in addition and itemised on the invoice (plus GST).
- 2) You, the Client, agree to complete the timesheet approval process, as agreed with the Agent prior to engagement, in a timely fashion. Completion of the timesheet approval process constitutes acceptance that the Candidate has worked satisfactorily for the hours indicated on the timesheets. Failure to authorise the timesheets does not alter your liability to pay the Fee.
- 3) A minimum charge of 4 hours will apply to each use of each Candidate.
- 4) Once the Client has engaged a Candidate via the Agent, and the Client or any subsidiary, or associated company, or related body corporate of the Client, wishes to engage the Candidate in their employment, the following placement fees apply:

Period Engaged via Agent	Placement Fee
0 to 3 months	\$3,000
3 to 6 months (inclusive)	\$1,000
After 6 months	\$ nil

- 5) If the Client is not satisfied with the Candidate and duly notifies the Agent, the Agent will provide a replacement.
- 6) The Agent will endeavour to supply Candidates that best meets job specifications but will not be held liable for any misleading or withheld information by the Candidate.
- 7) No liability will be accepted by Agent for any loss, expense, damage or delay arising from failure to provide a Candidate for all or part of the set period.
- 8) The Client will provide a safe workplace for Candidates, to which we the Agent, reserve the right to carry out inspections to ensure the health and safety of our Employees. We, the Agent, also reserve the right to remove Candidates if the workplace is deemed unfit by us. You, the Client are to provide all the necessary occupational health and safety training, site specific and work specific inductions required before any Candidate starts work.
- 9) The Client acknowledges that we are not performing the services required of our Candidates, but are instead the supplier of our Candidates, at the Client's request, to perform the work detailed in the assignment description.

Because our workers are under your control, supervision and direction:

- i) Subject to sub-paragraph (ii) of this sub-clause, we will not be liable to you for, and you will hold us harmless against any liability for, damage loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our workers (including their servants or agents) whilst they are working under your control, supervision or direction).



- ii) Sub-paragraph i) of this sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury.

Placement Fee Service

- 1) Upon verbal or written confirmation of a staff order placement, Globe Workforce Solutions will immediately undertake to search for, advertise screen and interview suitable candidates.
- 2) The client accepts full responsibility for the final selection of the successful candidate.
- 3) The acceptance of candidate details or interviewing of a candidate or engagement of a candidate introduced by us, or the passing to any other person or organisation of personal information pertaining to a candidate introduced to you by us, will amount to your acceptance of the Terms and Conditions.
- 4) You must notify us immediately where a candidate who we have introduced to your organisation accepts an engagement with you. Once you agree to engage a candidate introduced by us for any position within your organisation, even if the introduction is made indirectly, whether as an employee or in any other capacity, within thirteen months of the initial introduction, you agree to pay us an amount calculated in accordance with the fee schedule. A candidate introduced indirectly includes anyone introduced by another candidate who had themselves been introduced by us in the previous thirteen month.
- 5) Introductions are confidential. Should an introduction result in the engagement of a candidate, either as an employee or any other capacity, to any other division or any related or associated company or firm, or any other employer you will be liable to pay us a fee calculated in accordance with the fee schedule below, as if the candidate has been engaged by you.
- 6) Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 13 calendar months from the date of termination a full fee in accordance with sub-clause 16 becomes payable (with no entitlement to a refund).
- 7) Advertising, unless otherwise negotiated, will be paid for by Globe Workforce Solutions.
- 8) Transferring a Labour Hire employee over to permanent employment will attract the standard permanent placement fee as outlined in this agreement. However a discounted fee may be negotiated after the temporary employee has been on assignment with the client for a period of six (6) months or more. A replacement guarantee will not apply to such placements.
- 9) We reserve the right to charge a fee if work is undertaken by us on a position that is subsequently withdrawn or cancelled in order to reimburse external cost incurred by us such as Advertising.
- 10) The Client is liable for payment within 2 weeks of an invoice being issued. The Agent reserves the right to charge a late payment fee of 5% per month on any outstanding balances. If the client has a payment outstanding they void our guarantee identified per sub-clause 6 & 26. All rates are quoted as exclusive of GST.
- 11) We will not be responsible for any delays caused by or in any way related to or arising out of any cause outside our reasonable control. Delays due to force majeure do not relieve you from the obligation to pay for services already provided.
- 12) Dates quoted for supply are given in good faith and are approximate only. All warranties and representations whether express or implied by law, trade, custom or otherwise are to the extent permitted by law excluded.
- 13) You acknowledge that no intellectual property is conveyed or vests in you or any other person pursuant to this agreement.
- 14) If a candidate you have recruited through us leaves your employment within the specified Guarantee period, we will endeavour to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid within 14 days of the date of invoice, and we have been notified in writing within seven (7) days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, change of job description or working conditions. As the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should changes occur in the role originally recruited for and is non-transferable.
- 15) The client is not entitled to a refund or credit in respect of any guarantee not taken up by the Client or undertaken but not fulfilled by Globe Workforce Solutions.
- 16) If the replacement guarantee has not been utilised within 3 months of the candidate leaving, the offer will be rescinded. For the avoidance of doubt there is no replacement guarantee on a fixed term placement.

Introductions

- 1) Globe Workforce Solutions defines a candidate introduction as the referral of candidate's personal particulars to the client. This includes the receipt of resumes and candidate summary via email or in writing.
- 2) Should the client engage a candidate, introduced to the client by Globe Workforce Solutions within a period of thirteen (13) months from the date of introductions either through its own resources or through another recruitment agency, the client will be liable to pay to Globe Workforce Solutions the full placement fee as per this agreement.

Privacy

- 1) All candidate information provided to the client as a short list is confidential, as per the Privacy Act of 1988. The details of all unsuccessful candidates must be disposed of by the client once the successful candidate has been chosen.

