

Terms of Business

1. General

The agreement between Project123 Limited NZBN 9429049207972 ("Project123"), and you the client ("You") are those set out in these Terms of Business ("Terms"). These Terms supersede any previous terms or agreements provided.

2. Acceptance of Terms

The acceptance of candidate details emailed to You, or interviewing of the candidate or engagement of the candidate introduced by Project123 or passing to any third party of personal information pertaining to a candidate introduced to You by Project123 will constitute You accepting of these terms, even if they have not signed or endorsed these terms and returned a copy to Project123.

3. Fee for Service

The fee payable to Project123 will be calculated as a flat fee, (plus GST). This fee is unchanged if the candidate is employed on a contract or temporary basis for a period of less than twelve months.

The Fee payable is as follows.

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Project123 will charge You a 13% placement fee calculated as a percentage of the candidate's gross annual remuneration (plus GST), the payable is calculated based on the percentage of the candidate's annual commencing salary package.

Annual commencing salary will be taken to include cash salary, superannuation, guaranteed bonuses and commissions, and non-cash benefits, which form an integral part of the remuneration package. The provision of a motor vehicle will be valued at the cashed-out equivalent of the vehicle.

If a Project123 candidate is employed by You, the fees will be charged in accordance with the fee schedule set out above. The placement fee will be payable within fourteen (14) days.

4. Suitability of Candidates

While Project123 makes every reasonable effort to ensure the suitability of candidates, Project123 does not accept liability for any loss, expense, damage or delay arising in connection with a candidate, irrespective of how they are caused and for any direct or consequential loss or damage resulting from a breach of contract, tort or otherwise howsoever arising.

The Client will need to satisfy itself as to whether the integrity, qualifications, suitability and relevant medical condition for the position concerned have been met by the candidate. The final recruitment decision rests with You and You will indemnify Project123 and hold harmless against all liability, loss, claims, fines, penalties and damage (including but not limited to Project123's own loss and any third party claims and any legal costs on a full indemnity basis) arising out of or in connection with this agreement or any act or omission of any candidate.

5. Your Employee

Any candidate employed by you in accordance with these Terms is your employee and you are responsible under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia or New Zealand for:

- (a) All of the entitlements of the candidate, including but not limited to the payment of salary, annual leave, personal/carer's leave, and long service leave (Employee Entitlements); and
- (b) All of the obligations of an employer, including but not limited to obligations contained under the Fair Work Act 2009 (Cth) or relevant state Industrial legislation in Australia and the Employment Relations Act 2000 in New Zealand (Employer Obligations), in relation to that candidate.

6. Replacement Guarantee

A Replacement Guarantee is offered for Permanent Recruitment for a period of 3 months from the candidate's start date, this covers all recruitment and advertising costs.

Conditions

The Replacement Guarantee means that we will use our reasonable commercial endeavours to find a replacement candidate for the position and it will only apply if:

- a) You have paid our fees in accordance with these Terms; and
- b) Your request to replace the candidate is given to us within one (1) week of the candidate's termination; and
- c) Your request to replace the candidate is given to us exclusively for not less than two (2) months following your request; and
- d) The original job specification is unchanged; and
- e) Either you or the candidate terminates their employment.

The Replacement Guarantee will not apply:

- a) If termination is the result of a change in the job specification, your structure, operations, or workplace conditions; or
- b) For replacement candidates placed in accordance with this Replacement Guarantee.

You may not transfer the Replacement Guarantee to any other placement or service provided by us.