

Terms Of Business

Recruitment, Consultancy & Affiliated Services



Parties

These Terms of Business are between The People Network Pty Ltd (The People Network) and its Client each time The People Network provides services to a Client.

Acceptance of Terms of Business

The Client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel or employing or engaging personnel introduced by The People Network for a Contract Assignment with the Client, or by expressly accepting proposals by The People Network through written agreement, deed or correspondence.

Variation to Terms of Business

Any variation to the Terms of Business must be mutually agreed by both parties in writing.

Definitions

"Candidate" means any person who has sought or obtained placement by The People Network in (i) Permanent or fixed term employment with a Client of The People Network, or (ii) by way of a contract assignment with a Client of The People Network.

"Client" means any person or body to which The People Network provides services and any Client Related Entity.

"Client Related Entity" means any entity connected with the Client including (i) an entity with a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner, or (ii) another government department or organization within the public service sector.

"Contract Assignment" means the provision of either an Independent Contractor, or an On-Hire Employee to carry out a contract assignment for a Client of The People Network.

"Fixed Term" means any person who has accepted or obtained placement by The People Network on a fixed term basis with a Client of The People Network. A Fixed Term Placement is employed by the Client and the Client takes responsibility for payroll, legislative requirements.

"The People Network" means The People Network Pty Ltd (ABN 336 188 634 42) and any The People Network Related Entity.

"The People Network Related Entity" means any entity connected with The People Network by a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner.

"Independent Contractor" means any entity engaged by The People Network to carry out a contract assignment with a Client of The People Network, who is engaged as an independent contractor and not as an On-Hire Employee. They are usually charged on an hourly, daily or project basis, which is dependent on the project and negotiated prior to commencement of each assignment or specific project.

"On-Hire Employee" means any person placed by The People Network on a contract assignment basis with a Client of The People Network, who is employed or engaged by and payrollled by The People Network. They are usually charged on an hourly, daily or project basis, which is dependent on the project and will be negotiated prior to commencement of each assignment or specific project.

"Permanent" means any person who has accepted or obtained Permanent employment with a Client.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Privacy Laws" means Privacy Act (Cth) 1988 (and amendments including the Privacy Amendment (Private Sector) Act 2000 (Cth)).

"Standard Fee Structure" means the then standard The People Network fee structure.

1. FEES.

1.1. Any and all amendments to fees must be made in writing and approved by The People Network Pty Ltd.

1.2. All fees are strictly payable within fourteen (7) days of the invoice date. Part payments are not permitted unless approved in writing by us prior to the invoice being issued.

Fees for Fixed Term Assignments and Buy-outs

The Client must pay for all work performed by The People Network until the Client terminates the assignment.

1.3. Contingent Assignment – The Client is seeking candidates but is not necessarily seeking an exclusive approach. The fee is as per the Standard Fee Structure.

1.4. Fixed Term Placement – The placement fee for a Fixed Term placement is as agreed in writing between the parties. Further fees will apply should the candidate extend beyond the initial contract period to a maximum of twelve (12) months.

1.5. Buy-Out – Where an On-Hire Employee or Independent Contractor is transferred to a Permanent or other employment status (or contracts directly), with the Client or any other person or body to whom the client has introduced the On-Hire Employee or Independent Contractor, the client will be charged a fee based on the Standard Fee Structure within the TPN Permanent Terms of business.

1.6. Invoicing for the final amount in relation to completion of a Contingent Assignment, Fixed Term Placement or Buyout (1.6, 1.7, 1.8) will take place as soon as the offer has been made and accepted by the successful candidate.

1.7. Fixed term placements and buy-out fees are calculated according to the Standard Fee Structure as a percentage of a Candidate's commencing annual remuneration package. The annual remuneration package includes base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement payments, guaranteed commission and bonus earnings and non-salary benefits such as provision of a motor vehicle. A car included in the package will be assessed at \$20,000 unless specified at a higher amount within the offer/contract. The value of all other non-salary benefits will be taken into account and agreed between The People Network and the client. Where a Candidate is placed in a Permanent role on a part-time basis the salary for calculating the placement fee will be on the basis of a full-time equivalent salary.

Fees for Contract Assignments

1.8. The fee will be negotiated prior to commencement of each Contract Assignment or specific project. The fee is based on the standard rate that would be paid to the On-Hire Employee or Independent Contractor, or their nominated representative, based on standard working hours only. All payments to On-Hire Employees will be subject to PAYG withholding unless otherwise agreed in advance in accordance with The People Network policies and ATO guidelines.

1.9. The People Network may vary the fee at any time (including retrospectively) without notice in light of the following:

- changes to CPI or market rates;
- overtime rates, shift penalties, allowances or other rates payable pursuant to any award or agreement or rate of pay set by Fair Work Australia (or other relevant body) applicable to the On-Hire Employee;
- insurances, insurance premiums, or any statutory charges, levies, taxes or other payments The People Network is lawfully required to make or for which The People Network may become liable in respect of providing an On-Hire Employee or Independent Contractor under these Terms of Business.

1.10. The Client must pay the fee to The People Network according to the number of hours (or days if engaged on a day rate) worked by an On-Hire Employee or Independent Contractor, or their nominated representative for the Client. Invoices are produced weekly based on the actual hours/days worked by the On-Hire Employee as evidenced by an authorized timesheet. These hours exclude unpaid meal breaks. The On-Hire Employee will be paid on terms to be negotiated prior to the commencement of an assignment (subject to 1.12).

1.11. The Client is responsible for paying The People Network a fee equal to the reasonable business expenses incurred by an On-Hire Employee in performing an assignment, and by Independent Contractors unless specifically agreed otherwise in writing. The Client must either (1) make all necessary arrangements with the On-Hire Employee or Independent Contractor for authorising and reimbursing expenses or (2) must review and authorise The People Network to make such reimbursement in accordance with The People Network policies and procedures and must pay The People Network an additional fee. The additional fee will be calculated based on the costs incurred by The People Network in making the reimbursement including any relevant taxes and on-costs less any input tax credits claimed by The People Network plus GST on the additional fee when invoiced.

1.12. The People Network requires original tax invoices from the On-Hire Employee to support On-Hire Employee expense claims. If

the Client would prefer to pay an allowance or per diem expense claim without providing supporting tax invoices, then the Client should notify The People Network in advance to confirm the alternative documentation required and confirm amounts that may be paid tax-free.

1.13. It is the Client's responsibility to review expense claim reimbursements and supporting documentary evidence of the On-Hire Employee and Independent Contractor before reimbursement is made or authorised. In no event shall the Client either authorise The People Network to pay expenses or pay expenses directly to or for an On-Hire Employee which are of a private nature or for amounts in excess of ATO expense guidelines. If such payments are made in contravention of these Terms of Business, then the Client must accept an additional fee from The People Network equal to the Fringe Benefits Tax and other payroll on-costs associated with the provision of the taxable benefit to the On-Hire Employee.

Fees for Medical / Psychological Services

1.14. Fees for Medical and Psychological Services depend on the complexity and duration of the tests desired and will be strictly payable within seven days of the invoice date. Each position may require a different mix or battery of tests and, in some cases, individual one-to-one counselling may also be required, which all contributes to the varying levels for fees. This will be agreed with the client prior to undertaking testing.

2. Contract Assignments - General Provisions

2.1. The People Network can provide On-Hire Employees and Independent Contractors as required by the Client to provide services in accordance with these Terms of Business and the verbal or written job specifications given by the Client for a particular Contract Assignment. If The People Network issues an assignment letter for a particular assignment, the provisions of that letter operate in conjunction with these Terms of Business. If the assignment letter differs from these Terms of Business, the Assignment letter prevails (to the extent of that difference).

2.2. On-Hire Employees and Independent Contractors are available for assignments of varying duration to suit the needs of the Client. However, with respect to Candidates engaged on a temporary basis, there is a minimum booking for each temporary of 4 or more consecutive hours, and if the On-Hire Employee or nominated representative of the Independent Contractor is engaged for less than 4 hours the minimum of 4 hours will be billed.

The People Network Responsibilities in Relation to On-Hire Employees

2.3. If the need arises, The People Network may substitute one On-Hire Employee for another.

2.4. The People Network has the following responsibilities in relation to On-Hire Employees (where applicable):

- a) payment of remuneration;
- b) deduction of all appropriate taxation required by the Australian Taxation Office;
- c) workers' compensation payments;
- d) superannuation guarantee charges; and
- e) payroll tax.

Client's Responsibilities in Relation to Contract Assignments

2.5. The Client has direct supervision and management of the On-Hire Employee and nominated representative of the Independent Contractor in the performance of each Contract Assignment for the Client. The Client directly controls the conditions under which the assignment is performed, and the outcome of the On-Hire Employee or nominated representative of the Independent Contractor.

2.6. The Client is responsible for ensuring the health and safety of the On-Hire Employee or nominated representative of the Independent Contractor while the On-Hire Employee or the Independent Contractors providing services to the Client at the Client's premises, and must satisfy all its obligations in relation to the On-Hire Employee or nominated representative of the Independent Contractor under applicable occupational health and safety and discrimination legislation. This includes, but is not limited to, the following:

- a) providing all necessary induction and other training and issuing all necessary policies, procedures and directions;

- b) immediately notifying The People Network of any occupational health and safety risks or discrimination or harassment issues in connection with the provision of services by the On-Hire Employee or nominated representative of the Independent Contractor;
- c) requiring the On-Hire Employee or nominated representative of the Independent Contractor to perform only those tasks that that person is skilled and trained to perform; and
- d) immediately notifying The People Network if there are any changes in the tasks that the On-Hire Employee or nominated representative of the Independent Contractor is assigned to perform for the Client.

2.7. The responsibility for protecting the Client's confidential information and intellectual property lies solely with the Client. The People Network is not liable for any claim arising from the Client's Confidential Information and Intellectual Property;

2.8. The Client is responsible for ensuring that the On-Hire Employee or nominated representative of the Independent Contractor is adequately covered by any insurance policy held by the Client in respect of the Client's business. For example, if the On-Hire Employee or nominated representative of the Independent Contractor is required by the Client to handle valuables such as cash, operate machinery or equipment, drive vehicles or handle documentation.

Cancellation of Contract Assignment

2.9. If the Client wishes to cancel a Contract Assignment prior to the scheduled commencement of the assignment, the Client must notify The People Network in sufficient time for The People Network to advise the On-Hire Employee or Independent Contractor of the cancellation.

2.10. If The People Network is unable to advise the On-Hire Employee or Independent Contractor prior to the scheduled commencement of the assignment, the Client must pay The People Network for the minimum booking of 4 hours.

Termination of Contract Assignment

2.11. The Client may immediately terminate a Contract Assignment by giving verbal notice to The People Network.

2.12. The Client must pay the fee for all hours worked by the On-Hire Employee or Independent Contractor up to the time that the On-Hire Employee or Independent Contractor leaves the Contract Assignment.

2.13.

Approaches to On-Hire Employees or Independent Contractors

2.14. The Client must not discuss the On-Hire Employee or Independent Contractor Fees, or any change to the On-Hire Employee or Independent Contractor Fee, with an On-Hire Employee or Independent Contractors or its nominated representative.

2.15. If a Client makes an offer of Permanent employment to an On-Hire Employee or nominated representative of an Independent Contractor who is performing an assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the On-Hire Employee or nominated representative accepts, the Client must pay to The People Network the Permanent placement fee in respect of the On-Hire Employee/ Nominated Representative in accordance with The People Network's Standard Fee Structure for Permanent Placements.

2.16. If a Client makes an offer of further or different Contract Assignment to an On-Hire Employee or Independent Contractor who is performing or carrying out the assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the On-Hire Employee or Independent Contractors accepts, the Client must pay The People Network for that assignment in accordance with these Terms of Business.

2.17. The fees payable under this clause are due and payable within 7 days of the On-Hire Employee or nominated representative of the Independent Contractor commencing employment or the new assignment.

3. General Terms

Introduction of Candidates

3.1. The People Network treats the introduction of Candidates and their details as strictly confidential and therefore requires the Client to do the same.

3.2. If a Candidate or his or her details are introduced to or passed on to the Client (including the transfer of a candidate's details to the Client's database), and that introduction or transfer results in the Permanent employment or engagement on a contract basis of the Candidate, the Client must pay The People Network the appropriate fee in accordance with these Terms of Business and The People Network's Standard Fee Structure.
3.3. If a Candidate introduces another Candidate to the Client and that introduction results in Permanent employment or engagement on a contract basis of that Candidate, the Client must pay The People Network the appropriate fee in accordance with these Terms of Business and The People Network's Standard Fee Structure.

Non-Solicitation of The People Network employees.

3.4. The Client shall not solicit The People Network employees.
3.5. In the event that a Client places a The People Network employee in a role with the Client or any other person or body to whom the Client has introduced the employee, the Client will be charged a fee of 30% of either the total remuneration of the The People Network employee at the time of their engagement with The People Network or their new engagement with the Client or any other person or body to whom the Client has introduced the employee – whichever is the greater.

Liability and Indemnities

3.6. The People Network makes every effort to maintain a high standard of Candidates and to provide proper details of their qualifications and experience. However, as these details are based on information provided to The People Network by the Candidate, their referees, and other third party organizations as relevant, The People Network is not liable for any errors, omissions, inaccuracies or incorrect conclusions. Clients are responsible for the final recruitment decision and must satisfy themselves as to the suitability of the Candidate.
3.7. The People Network is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the Client, or for which the Client may become liable, arising from:
a) the introduction by The People Network of Candidates (or delay in any such introduction); or
b) the failure of a Candidate to accept an offer of employment or Contract Assignment.
3.8. The Client indemnifies The People Network (and keeps The People Network indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:
a) the actions or omissions of a Candidate, performing an assignment for the Client, whether wilful or negligent and whether or not occurring at the Client's premises or the place where the assignment is performed;
b) any failure or alleged failure of a Candidate, to duly perform his or her obligations;
c) personal injury or death of a Candidate, or any other person howsoever arising from, or related to the performance by a Candidate of his or her obligations; and
d) damage to any property arising from, or related to the performance by a Candidate, of his or her obligations;
e) any occasion when an On-Hire Employee or Independent Contractor carrying out a Contract Assignment with the Client is required to attend jury duty during the course of the Contract Assignment;
f) any omission, inaccuracy or conduct of the Client in relation to the recruitment services.

3.9. The Client further indemnifies The People Network (and keeps The People Network indemnified) on a full indemnity basis in respect of all claims related to the Candidate's assignment with the Client, including but not limited to termination of the assignment by the Client.

Goods and Services Tax (GST)

3.10.
a) All fees payable under these terms of business are exclusive of GST and GST will be added to the fee at the prevailing rate unless it is assessed by The People Network to be GST exempt.

Privacy

3.11. The Client agrees to comply with the terms of the Privacy Laws regarding Personal information and not to use Personal Information except for the purpose of engaging or considering a Candidate, On-Hire Employee or Independent Contractor to provide services to the Client. The Client must ensure that before disclosing any Personal Information to The People Network the Client is entitled to disclose that information and without taking any further steps as required by the Privacy Laws The People Network may use and disclose such information for the purpose of providing recruitment services under these Terms of Business. If the Client becomes aware of any breach or alleged breach of the Privacy Laws concerning information disclosed by The People Network to the Client or by the Client to The People Network, then the Client must notify The People Network immediately and comply with any reasonable directions of The People Network with respect to such breach.

Expenses

3.12. Couriers, international phone calls, parking, travel accommodation, advertising or other out of pocket expenses will be billed to the Client at a fixed rate of cost + 10% and will be separately invoiced immediately after those expenses are incurred. Such invoices are strictly payable within seven (7) days of the invoice date.

Payment for Work Performed

3.13. The client shall make payment to The People Network for all work performed, including where the client materially changes its specifications and The People Network performs additional work.

Other Client Obligations

3.14. The Client must notify The People Network as soon as the Client makes an offer of employment to a Candidate introduced to the Client by The People Network and must provide details of that offer.
3.15. If the Client defers a hiring decision in respect of a recruitment assignment performed by The People Network and a Candidate is hired within 12 months of the date of the initial introduction by The People Network or the first interview, whichever is later, the Client must pay to The People Network the appropriate placement fee in accordance with these Terms of Business or the Terms of Business for Permanent Placements.
3.16. Parties agree that any dispute arising from these Terms must be resolved through mediation and negotiation to the extent possible and practicable.
3.17. These Terms contain the entire agreement between the parties and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation thereto.
3.18. These Terms are governed by the laws of New South Wales.

Signed by:
Name:
Position:
Date:

Signed by The People Network Pty Ltd
Name: Adrian Brown
Position: Managing Director
Date:/../..