



RECRUITMENT

Honesty Integrity Transparency

TERMS OF BUSINESS

BETWEEN

Supplier: HIT Recruitment (ABN 43 661 829 116)
of 18 Lisa Street, Redland Bay QLD 4165

(Mitchell Kelly / HIT Recruitment)

AND

Client:

Background to Agreement:

- A. HIT Recruitment provides Recruitment Services.
- B. You would like Recruitment Services from HIT Recruitment.
- C. This agreement sets the terms and conditions on which HIT Recruitment will provide the Recruitment Services to You.

Terms and Conditions

1. DEFINITIONS

1.1. Definitions

Business Day means a day other than a Saturday, Sunday or public holiday.

Candidate means a person who is introduced to the You by HIT Recruitment.

Claim means a claim, demand, suit, action or proceeding of any kind.

Confidential Information means information and material relating to a party which comes into the possession or knowledge of the other party, whether orally, in writing or electronically, directly or indirectly, including strategic, corporate, information about the financial and labour needs a party, and information relating to the business, clients, members, sales, know-how and operations of a party, or information which the recipient knows or should reasonably know is confidential and includes all information regarding any Candidate.

Employee means a person who was a Candidate and who subsequently becomes an employee of You whether on a casual, part-time, full-time basis, or is engaged on a sub-contracted basis.

Execution Date means the earlier of either the date that this agreement (signed by You) is provided to HIT Recruitment, or the date you instruct HIT Recruitment in writing to commence providing Recruitment Services to You (after HIT Recruitment sends you these terms).

Fee means the cost of the Recruitment Services.

Hiring means the engagement of a Candidate, whether on a casual, part-time, full-time basis, or sub-contracted basis.

Losses means all the losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgement, interest and penalties).

Personnel of a party means officers, employees, agents and contractors of a party, but in the case of the You, excludes us, HIT Recruitment.



Recruitment Services means all services supplied by HIT Recruitment to the You, including sourcing and introducing candidates to You or third parties.

Workplace Laws means state or federal industrial and employment laws, workers compensation laws and work, health and safety laws.

Interpretation all headings are inserted for convenience only and do not affect the interpretation of this agreement.

2. COMMENCEMENT AND TERM

- 2.1. This agreement commences on the Execution Date and may be terminated by either party in accordance with clause 10.
- 2.2. On and from the Execution Date:
 - 2.2.1. HIT Recruitment will commence offering the Recruitment Services as required by You; and
 - 2.2.2. HIT Recruitment and the You will do all other things reasonably required to give effect to this agreement.

3. FEES & REBATE

- 3.1. HIT Recruitment will charge You the placement Fee of 15% of the candidate's total salary package
- 3.2. Where any fringe benefits or other benefits apply, such as car allowance, motor vehicle (valued at \$15,000 unless a higher amount is provided), superannuation allowances, guarantee, and any other form of remuneration or reward provided to the candidate, paid to the candidate, or given to the candidate, excluding commissions earned through billings, they are regarded, as a part of a Candidate's remuneration, and these factors will be included when assessing the Fee.
- 3.3. The Fee shall be calculated as a percentage of the Candidate's gross equivalent annualised remuneration package which will include base salary as well as any other benefits to the Candidate.
- 3.4. At HIT Recruitment's sole discretion, the Fee shall either be as indicated on invoices provided to You in respect of the Recruitment Services supplied or be the quoted Fee, subject to this clause, which shall be binding upon You.
- 3.5. HIT Recruitment reserves the right to change the Fee in the event of a variation to HIT Recruitment's quotation (including, but not limited to variations as a result of changes to legislation, industry awards, superannuation, workers compensation etc.).
- 3.6. You agree that our Fee, as outlined in this clause, shall be due and payable in the event that a Candidate is offered a position within twelve (12) months of being introduced to You or a Candidate is transitioned or introduced to another employer by You or your agent within 12 months of the introduction from HIT Recruitment.
- 3.7. You agree that HIT Recruitment may render an Invoice immediately upon the candidate being placed with You, or upon an event noted in clause 3.6.
- 3.8. HIT Recruitment agrees to provide a three (3) month warranty period provided fees are paid within the agreed payment terms provided within this agreement. HIT Recruitment guarantees to replace an employed Candidate that either voluntarily terminates their employment or has employment terminated due to inability to perform their duties for the position they were originally hired for. HIT Recruitment is to be advised in writing and notified immediately of any issues with performance and any actions which are to be taken to rectify these issues. The replacement warranty must be redeemed within 6 months of the employed candidate's date of termination and can only occur once.
- 3.9. You will pay HIT Recruitment for the recruitment services provided within 7 days of the date of invoice.
- 3.10. GST and other taxes and duties that may be applicable shall be added to the Fee except when they are expressly included in the Fee.

4. WHAT HIT RECRUITMENT WILL DO

- 4.1. HIT Recruitment must endeavour to:
 - 4.1.1. provide the Recruitment Services as required by You from time to time;
 - 4.1.2. use its commercial endeavours to supply suitable, competent Candidates to You based on the Company's requirements;
 - 4.1.3. make every effort to ensure the highest standards of integrity within their Candidates;
 - 4.1.4. provide accurate background on Candidates qualifications and experience; and
 - 4.1.5. comply with all relevant laws.

5. WHAT HIT RECRUITMENT MORE CAN'T DO

- 5.1. You acknowledge and agree that because HIT Recruitment's endeavours and obligations referred to in this agreement are subject to information made available by Candidates and third parties, no responsibility or liability can be accepted by HIT Recruitment for errors, omissions, or incorrect conclusions which are reached in circumstances where HIT Recruitment has acted reasonably and in good faith.
- 5.2. Further, no responsibility can be accepted by HIT Recruitment for any error, losses, expense, damage or delay arising risk where a Candidate is required as part of any assignment to handle money's, securities, valuables or confidential information.

6. WHAT YOU WILL DO

- 6.1. You agree that you must:
- 6.1.1. Notify HIT Recruitment, in writing, if You have employed a Candidate, within 24 hours of the occurrence of the event;
 - 6.1.2. keep HIT Recruitment informed as to the progress of employment of any Employee throughout the probationary period;
 - 6.1.3. keep confidential the Confidential Information of a Candidate or Employee and only disclose it to personnel of the Company who have a need to know (and only to the extent that each has a need to know) and have been directed and have agreed to keep confidential the Confidential Information on terms consistent with this agreement;
 - 6.1.4. take all necessary steps and procedures to ensure You comply with this agreement;
 - 6.1.5. comply with equal employment opportunity principles and make sure that no unlawful discrimination takes place in the selection process;
 - 6.1.6. ensure an Employee will not be required to work in a position inconsistent with the position for which the Employee was recruited;
 - 6.1.7. ensure an Employee will not be required to perform unpaid, trial work;
 - 6.1.8. ensure an Employee will be properly remunerated at all times during the employment relationship, including for work completed during any trial period and ensure that during a probationary period involving an Employee, the Company will endeavour to provide counselling and guidance to improve performance if necessary;

7. WARRANTIES BY YOU

- 7.1. You warrant that:
- 7.1.1. the Company, or any principal of the business of the Company, has not been found in breach of workplace laws, and is not awaiting the outcome of any proceedings involving any alleged breach of workplace laws;
 - 7.1.2. the Company shall be solely liable for the costs of maintaining the Employee, including, but not limited to, wages, leave entitlements, superannuation, and insurances; and
 - 7.1.3. the Company will comply with all laws, including, but not limited to, workplace laws.

8. INDEMNITY

- 8.1. The Company indemnifies HIT Recruitment against all Losses that HIT Recruitment may sustain or incur as a result, whether directly or indirectly, of any breach of this agreement by the Company, and any other Claims arising out of, or in connection with, the operation of this agreement, caused by any negligent act or omission or wilful misconduct of the Company or its Personnel, except to the extent that such Losses arose, or were caused by, the acts or omissions of HIT Recruitment.
- 8.2. The Company agrees that none of HIT Recruitment's Personnel shall be personally liable in respect of Hit Recruitment's obligations or any liabilities under this agreement. The Company expressly releases HIT Recruitment's Personnel from all and any liability that may arise.

9. DISPUTES

- 9.1. In the event of a dispute between HIT Recruitment and You, either party (**Notifying Party**) may serve on the other party (**Receiving Party**) a notice (**Dispute Notice**), which:
 - 9.1.1. sets out the nature of the dispute; and
 - 9.1.2. requests a meeting between a representative of both HIT Recruitment and You, to be held not later than five (5) business days after receipt by the Receiving Party of the Dispute Notice.
- 9.2. Upon receipt of the Dispute Notice, the Receiving Party may contact the Notifying Party in an attempt to resolve the dispute.
- 9.3. If the dispute is not resolved within (10) business days of the receipt of the Dispute Notice by the Receiving Party, a meeting between the representatives of HIT Recruitment and You shall take place at such time as set out in the Dispute Notice, or at such earlier time as the parties agree and HIT Recruitment and You must use your best endeavours to resolve the dispute.
- 9.4. The parties must keep all aspects of the meeting, except the fact of its occurrence, confidential and agree that all communications between the representatives at the meeting are made on a without prejudice basis.
- 9.5. The parties must first comply with the dispute resolution procedure in this clause before applying for relief in any court.

10. TERMINATION

- 10.1. Either party may terminate this agreement if the other party commits any material breach of this agreement that is not capable of being rectified, or, is capable of being rectified, but has not been rectified by the Receiving Party within ten (10) business days after receiving a Dispute Notice from the Notifying Party requiring it to do so.
- 10.2. Either party may terminate this agreement by giving one months' written notice to the other.

- 10.3. Termination of this agreement does not relieve the Company of its obligation to pay HIT Recruitment any outstanding Placement Fees due and payable pursuant to clause 3 of this agreement or otherwise.

11. NOTICES

- 11.1. All notices and other written communications provided for in this agreement shall be given or served by certified or registered mail with postage prepaid, by hand delivery or by email or facsimile transmission as follows:

- 11.1.1. if to HIT Recruitment:

Address: 18 Lisa Street, Redland Bay QLD 4165
Email: mitchell.kelly@hitrecruitment.com.au

- 11.1.2. if to the Company, to the address and facsimile number contained in this agreement, or any document (including email, purchase order or other written document) which gave rise to the Company entering into this agreement with HIT Recruitment.

12. GENERAL LEGAL

12.1. Amendments

This agreement may only be amended by agreement between the Parties.

12.2. Variation by HIT Recruitment

- 12.2.1. HIT Recruitment may at any time, by written notice to the Company, vary any part of this agreement, including, without limitation:

- (i) Varying the Terms and Conditions which form part of this agreement; and
- (ii) Adding additional standard terms and conditions to form part of this agreement.

- 12.2.2. The Company is deemed to have accepted and agreed to any variation under clause 12.2 unless it notifies HIT Recruitment otherwise within 14 days of the date of the notice.

- 12.2.3. HIT Recruitment shall act reasonably in deciding whether to agree to a variation, as requested by the Company.

12.3. Authority

Each party represents and warrants to the other party that it has the power and authority to enter into and perform this agreement and to execute the obligations assumed or imposed upon it under this agreement.

12.4. Governing Law

Unless otherwise agreed in writing by HIT Recruitment, at Hit Recruitment's sole election, the Laws of Queensland will govern this agreement and the Company agrees to submit to the exclusive and non-exclusive jurisdiction of the courts of that jurisdiction.

12.5. Severability

Unenforceability of a provision of this agreement does not affect the enforceability of any other provision. If any provision is void, voidable or unenforceable, it will be severed from the agreement to the extent of the inconsistency.

12.6. Entire Agreement

This agreement forms the entirety of the agreement between the parties.

12.7. Relationship of the Parties

- 12.7.1. Nothing in this agreement, or any circumstances associated with it or its performance, gives rise to any agency or partnership between Hit Recruitment and the Company.

- 12.7.2. Nothing in this agreement, or any circumstances associated with it or its performance, gives rise to an employment relationship between HIT Recruitment and any Employee or Candidate.

12.8. Waiver

- 12.8.1. The failure, delay or omission by a party to exercise any power or right conferred upon that party by this agreement will not operate as a waiver of that power or right, nor will any single exercise of any power or right preclude any other future exercise of the power, or the exercise of any other power or right under this agreement.

- 12.8.2. A waiver of any provision of this agreement, or consent to any departure by a party from any provision of this agreement, must be in writing and signed by all parties and is effective only to the extent for which it is given.

12.9. GST

- 12.9.1. For the purpose of this clause, **GST** means a goods and services tax, or a similar value added tax, levied or imposed under the **GST Law**, and the **GST Law** has the same meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- 12.9.2. Any consideration or amount payable under this agreement is exclusive of GST.

12.10. Counterparts

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document. The Parties may execute and exchange counterparts by electronic means.

12.11. Force Majeure

12.11.1. HIT Recruitment is not liable for any failure or delay in performing its obligations to the Company under this agreement where such failure or delay occurs as a result of any fact matter or circumstance beyond HIT Recruitment's reasonable control (including, without limitation, fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity) and the Company will have no right to terminate its agreement with HIT Recruitment in such circumstances.

12.11.2. HIT Recruitment must take all reasonable steps to mitigate the effect of an event described in this Clause 12.11.1 so that HIT Recruitment may resume the performance of its obligations under these terms and conditions as soon as is reasonably practicable.

12.12. Privacy

12.12.1. HIT Recruitment warrants that all Reseller Personal Information collected by HIT Recruitment for the purpose of carrying out its business will comply with the Privacy Act and the Australian Privacy Principles.

12.12.2. HIT Recruitment warrants to the Company that it will comply, to the extent necessary, with the Credit Reporting Code. The Company agrees and acknowledges that HIT Recruitment may make a report to any credit reporting body in the event of default.

Execution**Executed as an Agreement**

SIGNED SEALED AND DELIVERED by the

said Mitchell Kelly on behalf of

HIT Recruitment (ABN 43 661 829 116)

Signature of Witness

Mitchell Kelly - Director

Name of Witness

Executed for and on behalf of the Company

in accordance with Section 127(1) of the

Corporations Act 2001:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

OR

SIGNED SEALED AND DELIVERED by the

said _____ on behalf of

the Company:

Signature of Witness

Signature of Authorised Person

Name of Witness