



NPP Recruitment

A Division of NPP Group

Level 5, 68 St Georges Tce
PERTH WA6000

Ph: (08) 9322 3500

Fax: (08) 9322 3501

Web: www.nppgroup.com.au

Terms and Conditions

Your acceptance of these terms and conditions is effective upon request and presentation of candidate information.

Client Engagement Agreement

You have sought to engage NPP Recruitment to provide you with candidates for positions in your organization. These are the terms and conditions (hereinafter referred to as "this Agreement") upon which NPP Recruitment agrees to be engaged by you. Please sign and date the attached copy of this Agreement below and return it to us.

1 DEFINITIONS

Engagement Any references in this Agreement to "Engagement" of a candidate, means any form of engagement for the provision of services by the candidate whatsoever, whether employment, contract for services or otherwise.

Introduce Any references in this Agreement to "introduce" "introduced" or "introduction" means the presentation of a candidate's CV, resume or other form of professional information or history (verbally or in writing) irrespective of whether the client previously knew the candidate.

2 POSITIONS

Where you ask NPP Recruitment to find candidates for a position or positions in your organization, whether permanent or temporary, ("Positions"), NPP Recruitment will endeavour to introduce to you candidates for the Positions. However, NPP Recruitment does not guarantee that it will introduce any or any minimum number of candidates to you.

3 APPLICATION AND TERMINATION OF AGREEMENT

This Agreement will override any previous agreement between you and NPP Recruitment to the extent of any inconsistency.

This Agreement may be terminated by NPP Recruitment at any time upon three (3) business days written notice to you.

4 CANDIDATE INFORMATION

NPP Recruitment will supply you with the information about the candidate's education, qualifications, training and experience that is supplied by the candidate to NPP Recruitment. While NPP Recruitment will make reasonable efforts to ensure the reliability and accuracy of the information provided by the candidate, NPP Recruitment accepts no responsibility for the reliability or accuracy of that information.

5 CANDIDATE SUITABILITY

NPP Recruitment will endeavour to introduce to you candidates who are suitable.

NPP Recruitment may recommend candidates, but the decision as to which candidate to engage is yours, and NPP Recruitment accepts no responsibility for, or liability arising from, that decision. NPP Recruitment recommends that when you interview candidates you satisfy yourself as to the candidate's qualifications, capability, integrity and suitability.



NPP Recruitment

A Division of NPP Group

Level 5, 68 St Georges Tce
PERTH WA6000

Ph: (08) 9322 3500

Fax: (08) 9322 3501

Web: www.nppgroup.com.au

6 MEDICAL EXAMINATIONS

NPP Recruitment will arrange for Candidates to undergo medical examinations if requested by you. You will be liable to pay any Doctor's fees and any additional fees charged by NPP Recruitment for this service.

7 EVENTS ATTRACTING OUR FEES

You must pay our fees when any of the events set out below occur:

- (a) Within 12 months of NPP Recruitment introducing a candidate to you, the candidate accepts an offer of Engagement with you in any capacity (irrespective of the position you requested), whether permanent or temporary
- (b) Within 12 months of the end of a candidate's last temporary Engagement with you (in relation to which you were liable to pay our fees as above), the candidate accepts an offer of permanent Engagement with you.
- (c) You request a candidate for a Position, whether permanent or temporary, but cancel the request before any offer to the candidate is accepted ("Cancelled Request").

8 OUR FEES

- 8.1 Our fee rates for Engagements (clause 7(a) and (b) above) are set out in the Rates Schedule(s) (clause 14).
- 8.2 Our fee for Cancelled Requests is twenty five percent (25%) of the total fee which would have been payable had the request not been withdrawn.
- 8.3 In addition to our fees, you must pay our administration costs which include advertising and marketing related expenses. Our charge for these expenses is \$150.00 for each position placed.
- 8.4 If you request specific advertising you are liable to pay all costs associated with the advertising.
- 8.5 Except where specifically stated, the fees and costs set out in this Agreement do not include the GST.

9 PAYMENT TERMS

You must pay our fees on the terms set out below.

- (a) Temporary Engagements: 7 days from the date the candidate's engagement commences.
- (b) Permanent Engagements: 14 days from the date the candidate's engagement commences.
- (c) Cancelled Requests: 14 days from the date you cancel the request.
- (d) All invoices or accounts over 30 days may be placed in the hands of a recovery agent incurring additional costs to you. In addition, any overdue amounts may attract an interest charge of 5% above the national lending indicator rate monthly.



NPP Recruitment

A Division of NPP Group

Level 5, 68 St Georges Tce
PERTH WA6000

Ph: (08) 9322 3500

Fax: (08) 9322 3501

Web: www.nppgroup.com.au

(e) Recoverable Costs

You will be liable for any costs, expenses or disbursements incurred by **NPP Recruitment**, including debt collection agency fees and legal costs. This includes the costs incurred against dishonoured cheques.

10 REPLACEMENT GUARANTEE

10.1 The conditions of the Replacement Guarantee are as follows:

Where

- (a) A candidate introduced to you by NPP Recruitment accepts your offer of Engagement in a specific, permanent position, but for any reason (other than termination by you for redundancy) the Engagement terminates within a period of 90 days from the date it commenced; and
- (b) NPP Recruitment receives from you within 14 days following the termination, or within 90 days from the date the Engagement commenced (whichever is the lesser) notification of the termination and a request for a replacement candidate; and
- (c) You have paid the fee in relation to the candidate in accordance with NPP Recruitment's payment terms (as set out in clauses 8 and 9)

NPP Recruitment will endeavour to introduce to you a replacement candidate ("Replacement Candidate") for the same specific, permanent position.

10.2 Whether or not NPP Recruitment is able to introduce a Replacement Candidate, if you request a Replacement Candidate under the terms of this clause you are liable to pay any additional advertising costs and related expenses incurred by NPP Recruitment in attempting to find a Replacement Candidate.

10.3 This Replacement Guarantee does not apply in relation to any Replacement Candidate introduced to you by NPP Recruitment. Should NPP be unable to satisfy the replacement guarantee, a credit will be held for a period of not more than 6 months from written notification from the client advising that the candidate was not satisfactory. This credit can be utilised for any position as long as all other terms are met.

11 LIABILITY

You bear the sole risk in relation to the introduction to you or Engagement by you of candidates pursuant to this Agreement, and NPP Recruitment is not liable for any loss, damage or costs howsoever or wheresoever arising, including legal fees on a solicitor/own client basis, whether through negligence or otherwise, which you may suffer or for which you may become liable, arising out of or in connection with the introduction to you or Engagement by you of Candidates pursuant to this Agreement.

12 CONFIDENTIALITY

Any information provided to you by NPP Recruitment or which you acquire as a result, directly or indirectly, of NPP Recruitment's engagement by you under this Agreement, is confidential and must not be disclosed to any other party without NPP Recruitment's prior written consent. If disclosure by you of information provided to you by NPP Recruitment concerning a candidate results in that candidate being engaged by another party who is not liable to pay our fee in relation to that candidate, you will be liable to pay our fees as if you had engaged that candidate.



NPP Recruitment

A Division of NPP Group

Level 5, 68 St Georges Tce
PERTH WA6000

Ph: (08) 9322 3500

Fax: (08) 9322 3501

Web: www.nppgroup.com.au

13 PERSONAL COACHING

Personal Coaching and team building is charged out at \$1,250 per day if you wish to use this service.

14 GOODS AND SERVICES TAX

It is acknowledged that any supply under this agreement is subject to GST which is the responsibility of the client, who agrees and acknowledges to pay an additional amount of 10% to cover the GST which is calculated above all fees quoted in the agreement.

Permanent Placement Fee Structure

It is the client's responsibility to disclose to NPP Recruitment the gross annual salary package together with any details of superannuation, and any other components of the remuneration package. If a motor vehicle is included in the package as part of the successful candidate's package, it is valued at \$12,000 per annum for the purposes of determining the gross annual remuneration. If there is any other allowances for example mobile telephone or petrol, the allowance amount must be stated.

It is a requirement under the Employment Agents Act that a full disclosure must be made in writing by NPP Recruitment to the candidate by way of a Section 42 form (giving full disclosure of the candidate's terms of employment).

Salaries below and including	\$24,999 per annum	@ 10.5% of total annual salary package
Salaries starting from	\$25,000 to \$49,999 per annum	@ 12.5% of total annual salary package
Salaries starting from & above	\$50,000 per annum	@ 15% of total annual salary package

Should the salary package be less then \$24,999 per annum and/or the position be commission based a flat fee of \$4,000 + GST will apply.

Temporary Contracts

ACCEPTANCE OF OUR TERMS OF BUSINESS

The commencement of our temporary employee with the client will be deemed to be the client's unconditional acceptance of our Terms and Conditions and stated in this agreement.

The professional service fee for temporary contracts is calculated at an hourly rate. The hourly rate is based on the candidate's professional skill and level of experience. The candidate is paid by NPP Recruitment and covers the employee's salary, income tax deductions, workers compensation, superannuation and agency fees. The client only pays for the actual hours worked by the temporary employee.

Overtime rates will apply where a temporary employee is required by the client to work outside the standard hours. You cannot offset overtime worked by a temporary employee by reducing the number of standard hours worked on another day.

It is the client's responsibility to ensure that temporary employee is informed, and if required, adequately trained, in relevant office procedures to enable correct performance of the required tasks.

It is the client's duty to provide the temporary employee with a safe workplace.



NPP Recruitment

A Division of NPP Group

Level 5, 68 St Georges Tce
PERTH WA6000

Ph: (08) 9322 3500

Fax: (08) 9322 3501

Web: www.nppgroup.com.au

Should a confirmed temporary employee be cancelled with less than 24 hours notice a cancellation fee of \$175.00 will be incurred by the client and is payable on invoice.

- a) All NPP temporary employees are assigned under the care, control & supervision of the client & the client is responsible for all acts, errors & omissions of NPP employees be they willful, negligent or otherwise for the duration of the assignment.
- b) The Client must clearly instruct NPP on the requirements of the assignment & duties for the temporary employees. NPP are to be notified immediately should there be any change to these duties or system of work.
- c) The Client must provide a safe working environment & system of work, without risk to health & such information, instruction, training & supervision of NPP temporary employees as necessary to enable them to perform their work in a manner that is safe & without risks to health.
- d) The Client acknowledges that we are not performing the services required of our employees or independent contractors; but are instead the suppliers of our employees & independent contractors, at the client's request to perform the work that it has requested. From the time our employees or independent contractors report to the client for their duties they are under the care, control & supervision of the client for the duration of the assignment. In these circumstances, the client NPP will not be liable to the client in respect of any damages, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment
- e) Without limiting the preceding provisions of this Agreement, the Client shall be liable for the health & safety of all personnel provided by NPP under this Agreement. The Client shall indemnify NPP against all & any: (a) loss costs & expenses relating to personal injury or death, (b) financial & consequential loss: & (c) claims demands, actions proceedings or liabilities & related costs caused by, arising out of, or contributed by the negligent or willful act or omission of the Client, the Client's employees or agents or any breach of the Agreement.
- f) All relevant Award or Agreement conditions apply & NPP will pay its employees & invoice the client accordingly. NPP will pay and & invoice of the working hours shown on the NPP timesheet. The client undertakes to have each timesheet authorised by an appropriate person.
- g) The hourly rate invoiced to the customer include temporary wages & allowances for all related on-costs where applicable under relevant legislation e.g. Workers Compensation insurance, Payroll Taxes, Superannuation, etc. NPP is responsible for PAYG tax & issue of Group Certificate.
- h) Overtime of shift work will be invoiced by NPP in accordance with the relevant Award of Agreement.
- i) Any client authorized travel during work hours will be invoiced by NPP at the hourly rate plus kilometer allowance designated by the appropriate Award or Agreement. The Client shall, during the currency of this Agreement, maintain Third Party & Comprehensive Insurance in respect of any vehicle used by personnel supplied by NPP in the provision of services under this Agreement.
- j) All Conditions, bonuses, meal, vehicle, tool or other allowances & entitlements will be invoiced by NPP in accordance with the relevant Award or Agreement at cost plus 25% to cover related on-costs.
- k) The Client will provide all premises, plant, equipment, hardware, software, specialist safety equipment & facilities for the performance of work by personnel provided by NPP under this Agreement.
- l) NPP will pay employees & invoice the customer for such appearance monies as are designated by the appropriate Award or Agreement in the event that an assignment is cancelled or postponed.
- m) NPP is to be provided with not less that eight hours notice of cancellation or postponement of any individual NPP employee's assignment.
- n) All rates & conditions are subject to change without notice when affected by variation in Award or Agreement conditions or statutory on costs & will be adjusted from the date designated for implementation of the variation decision.
- o) NPP provides a four hour guarantee. If the client is in any way dissatisfied with the temporary supplied there will be no change if NPP is notified within four hours of the commencement of the assignment.



NPP Recruitment

A Division of NPP Group

Level 5, 68 St Georges Tce
PERTH WA6000

Ph: (08) 9322 3500

Fax: (08) 9322 3501

Web: www.nppgroup.com.au

- p) Testing & reference checking are carried out as far as it is practical to do so; NPP makes every effort to maintain high standards of integrity & reliability among our temporary staff. NPP cannot however accept any responsibility for any claim, error, loss, expense, damage, or delay arising from any failure to provide staff for all or part of the booking or from any lack of skill, negligence, dishonesty, or misconduct of the staff provided.
- q) The client employs a NPP temporary employee on their own staff or any subsidiary, affiliated or related company, within twelve months of the date of completion of the last NPP assignment by the temporary employee with the client, then the following permanent placement fee (based on NPP Permanent Placement Contract) will apply & invoiced to the customer by NPP. Length of temporary's last assignment: Under 6 month's *Full fee*, Six to Twelve months *50% fee*, Over 12 month's *25% fee*.

Recoverable Costs

You are liable for any costs, expenses or disbursements incurred by **your company** in, including debt collection agency fees and legal costs arising. This includes the costs incurred against dishonoured cheques.

15 VARIATION

Subject to this clause, no variation to, or waiver of, any provision of this Agreement is effective unless or to the extent that it is confirmed and agreed in writing.

16 CLIENT REQUEST

I request that NPP Recruitment source a _____ (Job Position). Full particulars regarding the position will be supplied by the client to enable NPP Recruitment to source the best available applicant for the position.

I, (your name and title) _____ **have read and understood this Agreement (including the above Rates Schedule(s), and on behalf and with the authority of** (your organization) _____ **agree to be bound by it.**

Client (Signature): _____ Witness (Signature): _____

Client (Name): _____ Witness (Name): _____

Date: _____ Date: _____

ON BEHALF OF NPP Recruitment

A True copy of this document has been received by all parties to the agreement.

NPP Group (Signature): _____ Witness (Signature): _____

NPP Representative Name: _____ Witness (Name): _____

Date: _____ Date: _____