

MADI Recruit Terms of Business

Introduction

These are the terms of business for your engagement of madi talent studio specifically in regard to service offerings of madi recruit

1. Engagement

1.1 Parties

These Terms of Business ("**Terms**") are between madi talent studio ("**we/us/our**") and yourself, when you accept our services as our client ("**you/your**"). Your online booking will outline the specific details of our engagement, including the type of assignment you have requested from us and all other relevant information pertaining to that particular engagement.

These Terms will apply to and in respect of every candidate presented by us by any means and at any time to you. A "candidate" means a candidate presented to you who accepts an engagement in any capacity whatsoever, but also includes any person contained in a submission or a shortlist made by us to you, even if they are presented independently to you. If you make an offer of employment to any candidate within twelve (12) months of that candidate being presented to you, you will be subject to these Terms.

1.2 Assignments

(a) We provide the following recruitment services:

- i. Relating to the employment of permanent staff (Permanent Recruitment) ;); and
- ii. A part services recruitment service allowing customers to choose the relevant components that they require to complement their own recruitment strategy.

(b) The terms and conditions relating to each assignment and all assignments are set out below.

2. Permanent Recruitment

2.1 Notification

You agree to notify us immediately in writing if a candidate introduced by us accepts an offer of Permanent employment made by you.

2.2 Your Employee

Any candidate employed by you in accordance with these Permanent Recruitment terms is your employee and you are responsible for:

(a) All of the entitlements of the candidate under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia including (but not limited to) payment of salary, annual leave, personal/carers leave, and long service leave (Employee Entitlements); and

(b) All of the obligations of an employer under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia, including (but not limited to) obligations contained under the Fair Work Act 2009 (Cth) or relevant state Industrial legislation (Employer Obligations), in relation to that candidate.

2.3 Fees and Payment

(a) You must pay us fees relating to the Permanent Recruitment (Permanent Placement Fee) with reference to the service you have elected to purchase. These services are further described in Annex 1.

(b) The services madi talent offer for Permanent Recruitment include:

- i. Full Recruit 18% to 15% of candidate's annual commencing salary or as negotiated
- ii. Full Recruit Executive 20% to 18% of candidate's annual commencing salary or as negotiated

- (c) The Permanent Placement Fee payable for the services indicated at 2.3(b) (i) and (ii) is dependent on whether you engage madi talent studio on a standard, exclusive or retained basis.
- (d) Full Recruit includes roles with an annual commencing salary up to \$150K
- (e) Full Recruit Executive includes roles with an annual commencing salary over \$150K
- (f) Retained assignment services as indicated at 2.3(b) (i) and (ii) require an upfront payment of one third of the overall, agreed Permanent Placement Fee (Retainer Fee), which will be subsequently deducted from a successful Permanent Placement Fee.
- (g) The Retainer Fee is payable within 7 days from the date of our invoice issue.
- (h) If you agree to engage us on an exclusive or retained basis you agree to only brief madi talent studio and not to accept introductions of candidates in any form from other external suppliers. If after 3 months there hasn't been a successful candidate appointed or at contract stage, you reserve the right to open up the search to other agencies in order to broaden your reach
- (i) The Permanent Placement Fee payable for the services indicated at 2.3(b) (i) and (ii) is calculated based on an agreed percentage of the candidate's annual commencing salary, which will be documented in your Engagement Terms prior to madi talent studio commencing any recruitment services.
- (j) Annual commencing salary will be taken to include cash salary, superannuation, allowances, 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 \$15,000.
- (k) You acknowledge that you are liable to pay, and we are entitled to payment of the Permanent Placement Fee when an offer of employment is made to and accepted by a suitable candidate. We will invoice you for the Permanent Placement Fee after the candidate has verbally accepted the offer, which is payable within seven (7) days of the date of that invoice.
- (l) Part-time Permanent Recruitment placements will be charged at the same rate as full-time Permanent Recruitment placements. For example, if a part-time Permanent Recruitment placement is made for a candidate on an annualised commencing salary of \$50,000, but the candidate works only 3 days per week, the placement fee will still be calculated as $\$50,000 \times 18\% = \$9,000$ (this is irrespective of the number of days worked per week).

2.4 Consultancy Fee

A consultancy fee of \$5,000 shall be payable by you to us in circumstances where we have provided you with a shortlist of candidates for a position and that position is subsequently withdrawn, altered or filled internally.

2.5 Replacement Guarantee

- (a) Where the service you have acquired offers a replacement guarantee the following conditions and provisions apply (Replacement Guarantee).
- (b) The Replacement Guarantee means that we will use our reasonable commercial endeavours to find a replacement candidate for the position.
- (c) The Replacement Guarantee will only apply if:
 - i. Either you or the candidate terminates their employment within three (3) months of candidate commencement; and
 - ii. You have paid our fees in accordance with these Terms; and
 - iii. We are notified as soon as practicable that the Client wishes to invoke the guarantee, in any event within the Guarantee Period; and
 - iv. There is not an unreasonable delay (3 months maximum) by the Client wishes to invoke the guarantee, in any event within the Guarantee Period; and
 - v. Your request to replace the candidate is given to us exclusively; and
 - vi. The original job specification is unchanged.

- (d) The Replacement Guarantee will not apply:
 - i. If termination of the candidate's employment is the result of a change in the job specification, your structure, operations or workplace conditions; or
 - ii. To replacement candidates placed in employment with you in accordance with this Replacement Guarantee.
- (e) If the remuneration package of the replacement candidate differs from the original candidate, the amount invoiced will be adjusted accordingly.
- (f) You may not transfer the Replacement Guarantee to any other placement or service provided by us.
- (g) You are not entitled to any credit for an otherwise valid Replacement Guarantee which you do not pursue within three (3) months of the candidate's termination.

3. Part Services Recruitment

3.1 Engagement

An initial skype, phone call or in person engagement as outlined on our website then a completion of the required services post meeting.

3.2 Scope of Work

Your booking confirmation will contain both the details of the services elected by you and the agreed scope of work involved in providing the part services recruitment (madi recruit) offering to you.

3.3 Fees and Payment

- (a) You must pay us fees relating to part services for recruitment (madi recruit).
- (b) The part services (madi recruit) fee will be documented in your booking confirmation.
- (c) Our fees for recruitment part services (madi recruit) must be paid when booking the service.
- (d) Invoice is issued after booking is confirmed.

3.4 No Replacement Guarantee

The Replacement Guarantee will not apply to part services (madi recruit).

4. General Provisions

4.1 No Warranties and Indemnities

- (a) Although we will conduct interviews and submit details of candidates we believe are appropriate to the job specification you provide, we make no warranty as to the suitability of any candidate to a particular position. You are responsible for ensuring the candidate is suitable to the position to which they are appointed.
- (b) We rely on our candidate and third parties to provide us with information as to a candidate's qualifications and experience.
- (c) We are not liable for any loss or damage (either direct or consequential) suffered by you arising from:
 - i. The introduction of any candidate;
 - ii. Any delays in the recruitment process;
 - iii. Any errors, omissions or inaccuracies in the information provided to us by third parties, including (but not limited to) information as to a candidate's qualifications and experience and information contained in a candidate's reference;
 - iv. The failure of a candidate to accept an offer of employment;
 - v. The failure of a candidate to perform their obligations under your employment or control;

- vi. The wilful or negligent actions or omissions of a candidate;
 - vii. The damage to property; or
 - viii. The personal injury or death of a candidate or any person.
- (d) Where we are found to be liable to you, either in under contract, common law, tort, equity, under statute or in restitution, our entire liability to you is limited in aggregate to the fees paid to us by you under the relevant Engagement Terms.

4.2 Your liability to us

- a) Madi talent studio 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 the information provided to madi talent studio by the Candidate, their referees, and other third party organisations as relevant, madi talent studio is not liable for any errors, omissions, inaccuracies or incorrect conclusions. Clients are responsible for the final recruitment decision and must satisfy themselves to the suitability of the Candidate.
- b) Madi talent studio 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:
- i) The introduction of madi talent studio Candidates (or a delay in any such introduction); or
 - ii) The failure of a Candidate to accept an offer of employment
- c) The Client indemnifies madi talent studio (and keeps madi talent studio indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:
- i. 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;
 - ii. Any failure or alleged failure of a Candidate, to duly perform his or her obligations;
 - iii. Personal injury or death of a Candidate; or any other person howsoever arising from, or related to the performance of the Candidate of his or her obligations; and
 - iv. Damage to any property arising from or related to the performance by a Candidate, of his or her obligations;
 - v. Any omission, inaccuracy or conduct of the Client in relation to the recruitment services.
- d) The Client further indemnifies madi talent studio (and keeps madi talent studio indemnified) on a full indemnity basis in respect of all claims relating to the Candidate's assignment with the Client, including but not limited to termination of the assignment by the Client.

4.3 Candidate Ownership

- (a) If you choose to interview a candidate presented by us to you then you acknowledge (for the purposes of this recruitment assignment) that the candidate has been introduced by us subject to these Terms, and that any previous interactions, communications or employment relationships have no bearing on our introduction or the fees payable according to these Terms.
- (b) If you interview a candidate and then within the following twelve (12) months employ that candidate in permanent work or on a contract, then the terms relating to Permanent Recruitment as indicated at Clause 2 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services, which will be calculated at 16% of the candidate's annual commencing salary.

4.4 Additional Fees

- (a) A fee (at our standard rates current at the time) will also be payable by you if you refer a candidate introduced by us to another party who subsequently employs that candidate.
- (b) Our entitlement to a fee will continue for a period of twelve (12) months from the date we introduced the candidate to you, or the date the candidate completed an assignment with you, whichever is the later.

4.5 Confidentiality & Privacy

- (a) Introductions made by us are confidential, and you may not disclose to any other party any information relating to the introduction, the candidate or their subsequent employment without our express written consent.
- (b) You agree to comply with the provisions of the Privacy Act (Cth) 1988 regarding the use of personal information and will not use personal information except for the purpose of considering a candidate for an assignment.

4.6 Goods & Services Tax

Unless otherwise noted, all fees quoted by us and payable under these terms are not inclusive of GST, which we will add to our invoice at the prevailing rate.

4.7 Default Interest

If you fail to pay any amount payable under these terms on the due date for payment, you must pay interest on the amount unpaid at the interest rate of 12% per annum. Interest is payable in respect of the period from the due date for payment until the actual date of payment of that amount.

4.8 Variation

This Agreement may only be amended or supplemented in writing signed by the Parties.

4.9 Severability

Any provision in these Terms are invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

ACCEPTANCE OF ENGAGEMENT

Name:

Company:

Address:

I confirm that I am authorised on behalf of the above Client to enter into this agreement.

Signed:

Date: