



Terms of Business

The following TERMS OF BUSINESS apply to all recruitment conducted by Infront Staffing Pty Limited ('Infront Staffing').

Permanent Placements

1. The acceptance of resumes, interviewing of candidates or placement will be deemed acceptance by the client of our Terms of Business.
2. Infront Staffing will be entitled to a fee, payable by the client, where:
 - a candidate is placed directly with the client; or
 - the client introduces the candidate to a third party who then appoints the candidate, either on a permanent or temporary basis within one year from the initial introduction; or
 - a candidate introduction results in a commercial relationship other than employment.
3. Infront Staffing may advertise an assignment on behalf of the client. While on-line advertising costs will be covered by Infront Staffing, print advertisements will be at the cost of the client at rates agreed to at the time of booking. Where the client cancels an advertisement, they will be liable for any costs associated with the cancellation. This includes the full cost of the advertisement where withdrawal is not possible due to media booking deadlines.
4. If the client instructs Infront Staffing to arrange special advertising or other special services, which may include psychometric testing, then the client will pay all associated costs within seven days of the date of invoice. This will be payable whether the client employs a person or not through Infront Staffing and is in addition to the consulting fees.
5. GST is to be added to all fees and charges quoted by Infront Staffing.
6. Any candidate forwarded to the client is done so on the basis of the knowledge that Infront Staffing has acquired regarding the company, its culture and position being filled. Infront Staffing will conduct all necessary initial interviews and carry out reference checks (upon the client's request), providing a short list of candidates who we believe are most suitable for the role. It is the client's ultimate decision which determines the selection of the successful candidate.

7. Fees for permanent recruitment are calculated as a percentage of the commencing gross annual remuneration of the successful candidate. Gross annual remuneration includes, but is not limited to, cash salary, superannuation, guaranteed commissions and bonuses, and non cash benefits and allowances. A motor vehicle provided by the client shall be valued for these purposes at a minimum of \$15,000.00 per annum or as agreed in the package.
8. Fees for permanent placements are payable within 7 days of the candidate commencing employment with the client. If Infront Staffing does not place a successful candidate, no fee is payable.
9. Infront Staffing recommends that job offers by clients to Infront Staffing candidates be submitted via Infront Staffing rather than directly to the candidate. Offers should be made in writing. Clients who make an offer of employment directly to an Infront Staffing candidate must immediately forward a copy of the offer to Infront Staffing.
10. A replacement guarantee is available to the client where a candidate is engaged and subsequently resigns or is terminated within three months of commencement of employment.
11. The Infront Staffing guarantee is to introduce candidates for the vacancy resulting from the resignation or termination (referred to in point 10 above).
12. If Infront Staffing is unable to introduce candidates then a refund for the placement fee will be made pro rata of the time spent with the client over a three month probation period.
13. Infront Staffing shall have a reasonable period (not less than eight weeks) to submit a replacement candidate.
14. Infront Staffing will invoice the client for any difference in the fee where the commencing salary of the replacement candidate is higher than the commencing salary of the original candidate.
15. Our guarantee applies to the original candidate and shall not apply to a replacement regardless of the length of time the replacement is employed by the client
16. The guarantee does not apply to candidates who were taken on as temporary staff or as a contractor and subsequently made permanent.
17. The guarantee is not available where termination or resignation is the result of any organizational, structural or other changes in the client's business, downturn in the client's business or change in the job description.
18. The client may defer, for a period not exceeding 30 days, for the start of the replacement candidate search.

19. The replacement guarantee is only available where:
- our fees had been paid within 7 days or commencement of employment and no other fees are outstanding; and
 - the client had notified Infront Staffing within 7 days of the candidate leaving the client's employ or the client first becoming aware that the candidate was intending to leave, whichever occurred first; and
 - the client has notified Infront Staffing of its intention to call upon the guarantee prior to the expiry of the guarantee period.

Temporary Recruitment:

20. Fees for temporary recruitment are based on a rate agreed in writing between the client and Infront Staffing. The fees may be adjusted annually in line with Consumer Price Index movements for the Sydney Metropolitan area. Where the candidate's wage is based on a state or federal award, the client will be invoiced at penalty rates in accordance with the award where overtime is worked or allowances are payable.
21. Candidate's timesheets must be approved by the client and are required to be submitted by 10am each Monday (the first day of business following the previous weeks work having ended Sunday), allowing candidates to be paid on a weekly basis. The agreed rate is then also invoiced to the client for the hours worked on a weekly basis. **All fees are due for payment within 7 days of the invoice date.**
22. There is no employment relationship between the candidate and the client. Wages due to the candidate will be paid by Infront Staffing. We will also be responsible for superannuation, all taxes and insurance associated with payments made to the candidate.
23. The client acknowledges that in the event of a work place injury, an accident report must be forwarded to Infront Staffing within 24 hours of the injury. This is to ensure that the requirements of the Insurance Company are met. Any costs incurred due to late notice of a work place injury will be passed onto the client.
24. The client acknowledges that a candidate may perform an assignment through an incorporated company or business, rather than as an employee of Infront Staffing. In these cases, Infront Staffing has a contractual relationship with the candidate's company or business.
25. While the candidate is working onsite at the client's premises, the client is subject to and must comply with all requirements of industrial legislation including, but not limited to, OH&S, safe workplace, privacy policies, non-harassment and anti-discrimination practices. The client will indemnify and hold Infront Staffing harmless in the event of any claim against Infront Staffing resulting from the client's non compliance with such legislation.

26. The client must comply with all obligations under the occupational health and safety legislation including, but not limited to:
- maintaining a workplace that is safe and without risks to health and safety;
 - maintaining a work environment that is free from acts of harassment;
 - monitoring the health and safety of all candidates;
 - keeping information and records relating to the health and safety of a candidate;
 - conducting risk assessments and inductions;
 - preparation of job safety analyses, safe work method statements and all necessary OH&S documentation;
 - reporting injuries and incidents to the appropriate statutory authorities in accordance with the provisions of the legislation.
27. The client agrees to provide Infront Staffing with all occupational health and safety documentation if requested.
28. The client agrees to provide Infront Staffing with access to its premises where any candidate will perform work so it can conduct its own risk assessments and ensure that the workplace is safe and without risks to health, welfare and safety of the candidate. Infront Staffing reserves the right to terminate the agreement without penalty if it determines a breach of any of the client's statutory duties.
29. During the course an assignment, the candidate is under the sole direction of the client. Infront Staffing accepts no liability or responsibility for any damages or loss incurred by the client as a result of any action of the candidate. The client will indemnify and hold Infront Staffing harmless in the event of any claim against Infront Staffing resulting from acts or omissions of the candidate whilst on assignments with the client.
30. Any client utilising candidates from Infront Staffing must give Infront Staffing a minimum of three months notice if candidates will be transferring to another agency. Failure to comply with this will result in a fee being incurred.
31. The client agrees to provide seven days notice of termination of the agreement.
32. If the client terminates the agreement, the client will not be entitled to claim any amount by way of liquidated damages or other payments as a consequence of the termination.
33. On the termination of the agreement, the client agrees to pay all outstanding sums due under the agreement. The parties agree that any and all indemnities provided by the client and all rights of Infront Staffing survive termination. If it is necessary for Infront Staffing to commence action to recover any outstanding sums, the client agrees to indemnify Infront Staffing for all costs incurred by it in the recovery process.

34. Where the client offers a temporary candidate employment within 12 months from completion of their last temporary assignment with them, a permanent fee (see point above) will apply, subject to a discount depending on the length of the temporary assignment as follows:
- Up to 3 months nil% discount
 - 4-6 months 10% discount
 - Over 6 months 15% discount
 - Over 12 months 50% discount
35. The client shall at all times affect and maintain in full force and effect for the duration of this agreement at its sole cost and expenses public liability insurance, professional indemnity insurance, product liability insurance, workers compensation insurance and directors and officers liability insurance.
36. Please note that by engaging any staff provided by Infront Staffing, whether on a permanent or casual basis, you accept all conditions listed in these Terms of Business.

Exclusion Clause and Indemnity:

37. The client agrees that Infront Staffing does not accept responsibility for any injury, loss, claim, cause of action, verdict, judgments, costs, expenses, demand or damage arising out of as a consequence of any act and/or omission of Infront Staffing, its directors, officers, employees, agents or servants.
38. The client agrees to forever release, indemnify and hold Infront Staffing, its directors, officers, employees, agents or servants harmless for and against all liabilities, claims, injuries, losses (including, but not limited to, consequential losses), damages, suits, verdicts, judgments, costs and expenses whatsoever arising out of the relationship and/or agreement with the client. This indemnity will be a continuing indemnity notwithstanding the termination or expiration of this agreement.

General Provisions:

39. This agreement is governed by the laws of New South Wales and the client irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
40. Failure to exercise and delay in exercising any right, power or remedy under this agreement will not operate as a waiver of those rights, power or remedies.
41. Should any provision of this agreement be held to be prohibited or unenforceable then these provisions will be severed from the agreement and will not invalidate the remaining provisions of the agreement.
42. This agreement forms the entire agreement between Infront Staffing and the client. This agreement supersedes all prior written, oral and other agreements. No term or provision of this agreement may be changed, waived or terminated except by a further written agreement between both parties.

CONFIRMATION OF ACCEPTANCE OF TERMS OF BUSINESS:

Client copy:

I have read and accept the Terms of Business included above:

Name: _____

Position: _____

Signature: _____

Date: _____

Company: _____

ABN: _____

Infront Staffing Copy:

I have read and accept the above Terms of Business set out within the Infront Staffing Terms of Business document:

Name: _____

Position: _____

Signature: _____

Date: _____

Company: _____

ABN: _____

Please fax your confirmation of terms of business to 02 8252 7566 or email to marc@infrontstaffing.com.