



## Terms of Business

The following **TERMS OF BUSINESS** apply to any services provided by Infront Staffing & Training Pty Limited (ACN 114 768 464) ('Infront Staffing') to you/your Company ("the Client").

1. These Terms of Business can be accepted by completing and signing the Client Details & Acknowledgement contained herein. The acceptance of resumes, interviewing of candidates or placement of any candidate (either permanent, temporary or as a contractor), or any request by the Client for the provision of any services by Infront Staffing will otherwise be deemed to be acceptance by the Client of these Terms of Business.
2. The Fee Structure is as set out below:

Gross Annual Remuneration	\$0-\$49,999	\$50,000 - \$99,999	\$100,000 +
Percentage of Gross Annual Remuneration payable (exclusive of GST)	15%	17%	20%

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 \$15,000.00 per annum or as agreed in the package (whichever is the higher). Fees are paid on a contingency basis upon placement.

3. Infront Staffing will be entitled to a fee based on the Fee Structure, payable by the Client, where:
  - (a) a permanent candidate is placed directly with the Client; or
  - (b) a temporary candidate becomes an employee or contractor of the Client within one year from the date of the initial introduction by Infront Staffing to the Client; or
  - (c) the Client introduces any candidate to a third party who then appoints the candidate, either on a permanent or temporary basis, within one year from the date of the initial introduction by Infront Staffing to the Client; or
  - (d) a candidate introduction results in a commercial relationship other than employment between the candidate and the Client.
4. 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 between Infront Staffing and the Client at the time of booking. Where an advertisement is cancelled at the request of the Client, the client must pay any costs associated with the cancellation. These include but may not be limited to the full cost of the advertisement where withdrawal is not possible due to media booking deadlines.
5. If the Client instructs Infront Staffing to arrange special advertising or other special services, which may include psychometric testing, then the Client must pay all associated costs within seven days of the date of invoice. These costs are payable regardless of whether the Client employs the candidate through Infront Staffing and are in addition to any other fees or charges payable to Infront Staffing (including any fees payable in accordance with the Fee Structure).
6. GST is payable by the Client in addition to all fees and charges quoted by Infront Staffing.
7. Any candidate put forward to the Client is done so on the basis of the knowledge that Infront Staffing has acquired regarding the Client, its culture and the position being filled. Infront Staffing will conduct all necessary initial interviews and carry out reference checks (upon the Client's request) and provide a short list of candidates for consideration by the Client. It is the Client's ultimate decision which determines the selection of the successful candidate.
8. Fees for permanent recruitment are calculated as a percentage of the commencing gross annual remuneration of the successful candidate in accordance with the Fee Structure set out in clause 2. In the event a salary package does not apply in respect of a candidate, then the remuneration will be based upon the Storage Services and Wholesale Award 2010 or the relevant Award having regard to the nature of the candidate's employment.
9. Fees for permanent placements are payable within seven days of the candidate commencing employment with the Client.
10. Infront Staffing recommends that job offers by Clients to candidates introduced by Infront Staffing 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.
11. 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. The following terms apply to the replacement guarantee:
  - (a) Infront Staffing will introduce a replacement candidate for the vacancy that results from the resignation or termination.

- (b) Infront Staffing will replace the candidate using the original job title and description. If the job title and/or description have changed, then a new placement fee will be charged and no refund will be given for the original placement.
  - (c) Infront Staffing shall have a reasonable period (being not less than eight weeks) to submit a replacement candidate.
  - (d) If the commencing salary of the replacement candidate is higher than the commencing salary of the original candidate, then Infront Staffing will invoice the Client for any difference in the fee (based on the Fee Structure in clause 2) and the Client must pay the invoiced amount within seven days from the date of the invoice.
  - (e) The replacement guarantee applies to the original candidate only and will not apply to a replacement candidate, regardless of the length of time the replacement candidate is employed by the Client.
  - (f) The replacement guarantee does not apply and is not available in respect of candidates who were taken on as temporary staff, on assignment or as a contractor and subsequently made permanent.
  - (g) The replacement guarantee does not apply and is not available where the termination or resignation is the result of redundancy or any organizational, structural or other changes in the Client's business, downturn in the Client's business or change in the job description.
  - (h) The Client may defer, for a period not exceeding 30 days, the start of the replacement candidate search and, if the Client elects to do so, then the reasonable period (being not less than eight weeks) for Infront Staffing to submit a replacement candidate will be extended by the length of the deferral.
  - (i) The replacement guarantee is invalidated and will not apply if:
    - (1) Infront Staffing's fees for the placement have not been paid within seven days of commencement of employment or there are any other overdue fees owing to Infront at the time at which the replacement candidate is requested; or
    - (2) the Client fails to request a replacement candidate from Infront Staffing within seven days of the initial candidate leaving the Client's employ (whether as a result of resignation or termination) or the Client first becoming aware that the initial candidate was intending to resign, whichever occurred first.
12. 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 Fair Work Australia awards and agreements, the Client will be invoiced at penalty rates in accordance with the award where overtime is worked or allowances are payable.
13. Candidate's timesheets for temporary recruitment must be approved by the Client and must be submitted to Infront Staffing by 10:00 am each Monday (or otherwise the first day of business following the previous week's 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 seven days of the invoice date unless Infront Staffing has previously agreed on other payment terms.** If timesheets are not received from the Client, Infront will request from the Client (via email) verification of the hours that have been supplied by the candidate. Unless the Client notifies any errors or discrepancies within one business day from the time of Infront Staffing's request for verification, Infront will process payroll based on the hours that have been notified by the candidate and the Client must pay the invoiced amount according to those hours.
14. With the exception of permanent placements, there is no employment relationship between candidates and/or contractors supplied by Infront Staffing for the Client. Infront Staffing will ensure through its internal processes that wages and other entitlements due to such candidates and/or contractors are paid.
15. With respect to temporary placements and the provision of contractors by Infront Staffing (including for container services), 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, and must be paid by, the Client. In the event of a workplace injury, the Client agrees to cooperate with Infront Staffing and the candidate and do all things reasonably necessary to facilitate the candidate's return to work. Without limiting or otherwise affecting the Client's obligations pursuant to clauses 17, 18, 19 and 20 and/or any applicable workplace health and safety laws, the Client acknowledges and agrees to do the following:
- (a) Infront Staffing will coordinate the candidate's return to work in conjunction with the insurer and, to the extent necessary, any rehabilitation provider.
  - (b) Until such time as the candidate is able to return to full pre-injury duties, the Client will provide suitable work duties for the candidate having regard to the requirements and/or limitations set out in any medical certificates and/or reports obtained by or on behalf of the candidate, Infront Staffing or the insurer. The Client will comply with any reasonable requests and/or directions by Infront Staffing in relation to these matters.
  - (c) The above obligations are intended to allow Infront Staffing and the Client to manage any workplace injuries and assist the candidate's return to work as efficiently as possible and in the best interests of the candidate.
16. 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.
17. While the candidate is working onsite at the Client's premises, the Client is subject to and must comply with all requirements of industrial and workplace legislation including, but not limited to, legislation relating to work, health and safety, 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.
18. The Client must comply with all obligations under the work, health and safety legislation including, but not limited to:

- (a) Maintaining a workplace that is safe and without risks to health and safety;
  - (b) Maintaining a work environment that is free from acts of harassment;
  - (c) Monitoring the health and safety of all candidates/contractors;
  - (d) Keeping up to date and accurate information and records relating to the health and safety of all candidates/contractors;
  - (e) Conducting risk assessments and inductions;
  - (f) Preparing job safety analyses, safe work method statements and all necessary work, health and safety documentation;
  - (g) Reporting injuries and incidents to the appropriate statutory authorities in accordance with the provisions of any applicable legislation.
19. The Client must provide Infront Staffing with all work, health and safety documentation, if requested.
  20. The Client must provide Infront Staffing with access to its premises where any candidate/contractor will perform work so it can conduct its own risk assessments and ensure that the workplace is safe and without risks to the health, welfare and safety of the candidate/contractor. Infront Staffing reserves the right to terminate this agreement immediately and without penalty if it determines a breach of any of the Client's statutory duties.
  21. During the course an assignment, the candidate/contractor 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/contractor. 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/contractor whilst on assignments with the Client.
  22. Any Client utilising candidates/contractors from Infront Staffing must give Infront Staffing a minimum of three months' notice if candidates/contractors will be transferring to another agency. Failure to comply with this will result in a placement fee being incurred. The obligations of the Client pursuant to this clause will survive and remain in force after this agreement expires, is terminated or comes to an end for any reason.
  23. The Client must pay all costs and expenses (including legal costs on a solicitor/client basis) incurred by Infront Staffing in connection with any action taken by Infront Staffing to recover any amounts owing by the Client.
  24. Either party may terminate this agreement by providing the other with not less than seven days' written notice of the termination.
  25. If the Client terminates this 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.
  26. The parties agree that when this agreement expires, is terminated or comes to an end for any reason, the Client must pay all outstanding sums due to Infront Staffing and that any and all indemnities provided by the Client and all rights of Infront Staffing will continue to remain in force.
  27. Where the Client employs a temporary candidate or contractor (whether on a permanent, temporary, casual or contract basis) within 12 months from date of completion of their last temporary assignment, the Client must pay to Infront Staffing a fee of 20% (plus GST) of the Gross Annual Remuneration for each such candidate/contractor. The full amount of the fee will be payable by the Client regardless of the length of time and/or number of hours for which the temporary candidate or contractor was initially engaged by the Client. The replacement guarantee set out in clause 11 will not apply to any such placements. The obligations of the Client pursuant to this clause will survive and remain in force after this agreement expires, is terminated or comes to an end for any reason.
  28. The Client shall at all times effect and maintain in full force and effect for the duration of this agreement, at its sole cost and expense, public liability insurance, professional indemnity insurance, product liability insurance, workers compensation insurance and directors and officers liability insurance.

#### **Container Services**

29. The additional terms contained in clauses 30 to 38 below further apply to the provision of any container services for the Client. For the avoidance of doubt, these terms apply in addition to (and not in substitution of) the other provisions of these Terms of Business.
30. Fees for container services are based on a rate agreed to between the Client and Infront Staffing.
31. The Client must provide its container requirements to Infront Staffing before 4:00 pm on the business day prior to the work required.
32. The parties acknowledge that Infront Staffing uses subcontractors for container services and has received from those subcontractors evidence of their Public Liability and Workers Compensation insurance policies, together with assurances that all staff are being paid an appropriate state award (Usually the Storage and Wholesale Award 2010).
33. Infront Staffing will be entitled to a fee for container services, payable by the Client where:
  - (a) A service has been provided by Infront Staffing; or
  - (b) Infront Staffing has been requested to provide a service which has been cancelled without at least two (2) business hours' notice being provided by the Client; or
  - (c) Waiting time is incurred due to the delay in arrival of any containers or any other issue that may arise that results in additional work and/or waiting time.
34. Save as to any communications of a strictly operational nature:
  - (a) all communications between the Client and any subcontractor of Infront Staffing (including the subcontractors' personnel) must be conducted through Infront Staffing and the Client must not communicate directly with the subcontractors or their personnel; and
  - (b) the Client must immediately refer to Infront Staffing any approaches and/or communications made to the Client by the subcontractors or their personnel, including but not limited to any approaches and/or communications regarding potential future services of any nature in respect of the subcontractors.

## Restraint

35. For the purposes of clauses 36 to 38:
- (a) *Subcontractor* means any person, entity or company (including their personnel) that has been engaged by Infront Staffing during the term of this Agreement to provide container services to the Client.
  - (b) *Relevant Capacity* means any capacity whatsoever including (without limitation) as a shareholder, director, sole trader, partner, joint venturer, employee, consultant, agent or adviser.
  - (c) *Restraint Period* means the period from the date of this agreement until:
    - (i) 24 months after the date of termination or expiry of this Agreement, unless that period is in the circumstances found to be unreasonable to be enforceable at law or in equity, in which case;
    - (ii) 12 months after the date of termination or expiry of this Agreement, unless that period is in the circumstances found to be unreasonable to be enforceable at law or in equity, in which case;
    - (iii) 6 months after the date of termination or expiry of this Agreement.
36. During the Restraint Period the Client must not, either on its own account or in any Relevant Capacity:
- (a) canvass, solicit, approach, entice away or accept any approach from any Subcontractor with a view to obtaining the custom, services or any business relationship with that Subcontractor with respect to container services;
  - (b) interfere or seek to interfere, directly or indirectly, in any way with the relationship between Infront Staffing and its Subcontractors;
  - (c) induce or encourage or assist in the inducement or encouragement of any employee of Infront Staffing to leave their employment with Infront Staffing; or
  - (d) directly or indirectly assist, approach, induce or persuade any person to undertake any of the above restricted activities.
37. The Client acknowledges that:
- (a) it has had ample opportunity to obtain independent legal advice about the restraints set out in this agreement;
  - (b) each restriction specified above (agreed restraint) is in the circumstances reasonable and necessary to protect the genuine business interests of Infront Staffing;
  - (c) damages are not necessarily an adequate remedy if the Client breaches these restraint clauses; and
  - (d) Infront Staffing may apply for injunctive relief if:
    - (i) the Client breaches or threatens to breach this restraint clause; or
    - (ii) Infront Staffing believes the Client is likely to breach this restraint clause.
38. Each party agrees that if a court of competent jurisdiction finds that any of the provisions of these restraint clauses is void and would be valid if part of the wording was deleted or the length or duration of the restraint was reduced, modifications will be made to make the restraint effective.

## Release and Indemnity:

39. To the maximum extent permitted by law, Infront Staffing will not be liable 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.
40. To the maximum extent permitted by law, 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.
41. Nothing in these Terms of Business operates to limit or exclude any liability on the part of Infront Staffing that cannot be excluded or limited. To the extent that the Client has the benefit of any rights under the *Competition and Consumer Act 2010* or any applicable State, Territory or Federal law in Australia that cannot be excluded but can be limited, then to the maximum extent permitted by law, Infront Staffing's liability will be limited, at its option, to:
- (a) in the case of goods: replacing the goods, supplying equivalent goods, repairing the goods or paying the cost of replacing the goods or supplying equivalent goods; or
  - (b) in the case of services: resupplying the services or paying the cost of resupplying the services.

## General Provisions:

42. This agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.
43. 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.
44. 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.
45. 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.
46. Infront Staffing may, in its sole discretion, vary these Terms of Business by adding to, altering or deleting any of them and in that event the new Terms of Business will be binding on the Client upon Infront Staffing giving the Client one (1) month's notice in writing of the new Terms of Business.
47. By engaging any services provided by Infront Staffing, you accept all conditions listed in these Terms of Business, even if you have not signed and returned this document to Infront Staffing.

To acknowledge acceptance of these Terms of Business and to allow us to create an invoicing account in our system for your company, please complete the details on the following page and return in full by fax (02 8252 7566) or email ([info@infrontstaffing.com](mailto:info@infrontstaffing.com))

# Client Details & Acknowledgement of Terms of Business

Company Details ("the Client")			
Company Name:			
ABN:			
Company Bank Details:	Acct Name:		
	BSB:		
	Acct Number:		
Main Contact Person:			
Telephone/Fax:			
Email:			
Mailing Address:			
Physical Address: (if different to mailing address)			
Additional Site Address: (if applicable)			
Accounts Department			
Accounts Payable Contact:			
Telephone/Fax:			
Email:			
Send invoices to (email):			
Terms			
Agreed Payment Terms:	7 days		
Approval to Sign			
Please confirm who is approved to sign the daily worksheet/timesheet upon completion of work. Note this is to verify satisfactory completion of work and acceptance of relevant charges.	<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Phone (if possible):</u></b>
I have read and accept the above Terms of Business:			
<b>Name:</b> _____	<b>Position:</b> _____		
<b>Signature:</b> _____	<b>Date:</b> _____		