

TERMS & CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Applicant”	means the person introduced by the Company to the Client for an Engagement, including any members of the Company’s own staff;
“Client”	means the person, firm or corporate body together with any subsidiary or associated company to whom the Applicant is introduced;
“Company”	means Commercial Design Consolidated (NSW) Pty Ltd of 63–65 Chandos St St. Leonards Sydney NSW ABN 002 046 782 ;
“Engagement”	means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement;
“Introduction”	means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;
“Remuneration”	includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of \$15,000 will be added to the salary in order to calculate the Company’s fee.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.

2.2 Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Company.

3. NOTIFICATION AND FEES

3.1 The Client agrees:

- a) to notify the Company immediately of any offer of an Engagement which it makes to the Applicant;
- b) to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
- c) to pay the Company’s fee within 14 days of the date of invoice.

3.2 No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.

3.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 6% per annum from the due date until the date of actual payment.

3.4 The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated on the following sliding scale:

up to Aus\$59,999	at	8%
next Aus\$60,000 to Aus\$99,999	at	12.5%
next Aus\$100,000 and above	at	18%

of the Remuneration applicable during the first 12 months of the Engagement. GST will be charged on the fee as applicable.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

4. REFUND GUARANTEES

4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of 13 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a pro rata rebate will be allowed against the Company's fee for each complete week of the initial 13 week period not worked by the Applicant.

4.3 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of one thirteenth of the full fee or Aus\$200 which ever is the greatest.

4.4 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable with no entitlement to the refund.

5. INTRODUCTIONS

5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company's introduction.

5.3 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4.

6. SUITABILITY

6.1 The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements of qualifications required by law of the country in which the Applicant is engaged to work.

7. LIABILITY

7.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce an Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

8.1 These Terms are governed by and construed according to Australian Law

These Terms are effective 1st January 2004