



PWR

TERMS AND CONDITIONS – LABOUR HIRE

Agreement for all placements

This Agreement (hereinafter to be called "the agreement") is made
BETWEEN: Paull & Warner Resources
AND: The Client (hereinafter to be called "the Client")

- 1.** Paull & Warner Resources is a recruitment agency in the business of introducing skilled Candidates to Clients for permanent appointment with them.
- 2.** To enable Paull & Warner Resources to introduce suitable Candidates, the Client must provide Paull & Warner Resources with all relevant information on its vacancies including the anticipated start date, the position and type of work required, the experience, training and qualifications necessary for the position, the anticipated salary and benefits package, notice period requirements and any known risk to health and safety.
- 3.** The Clients responsible for checking a Candidate's reference relating to his/her qualifications, skills, character and experience and seeing that the legal and medical requirements relating to a Candidate have been met and for obtaining a work permit when necessary. Paull & Warner Resources provide an introductory service only. Paull & Warner Resources do not make any checks on Candidates and does not provide any assurance as to a Candidate's suitability both technically or otherwise.
- 4.** This Agreement will constitute the only contract between Paull & Warner Resources and the client.
- 5.** This Agreement can be varied only by written agreement between Paull & Warner Resources and the Client.
- 6.** For the purpose of this Agreement, an 'introduction' of a Candidate shall be deemed to have taken place when Paull & Warner Resources provides to the Client any information which identifies a Candidate. This agreement comes into effect between the Client and Paull & Warner Resources each time Paull & Warner Resources introduces a Candidate, and each such Agreement commences from the date that Paull & Warner Resources introduces the Candidate.
- 7.** If an appointment of a Candidate is made by the Client within 12 months of an introduction of that Candidate by Paull & Warner Resources, the Client must pay Paull & Warner Resources the fee set out in the Clause 13 below.
- 8.** For the purpose of this Agreement, an 'appointment' takes place whether a Candidate is employed or engaged whether temporary or permanent basis.
- 9.** An introduction is strictly confidential. The Client must pay to Paull & Warner Resources a fee of 20% (exclusive of GST) of the Candidate's anticipated first year's total remuneration as defined in clause 12 below. If, within twelve months of an introduction taking place in accordance with clause 6 above, the Candidate is appointed by:
 - (i) The client; or
 - (ii) Any related body corporate of the client as defined by the Corporations Act 2001; or
 - (iii) Any other third party to whom the Client has passed the candidate's details to.
- 10.** Should the Client for a period of 12 months from the introduction of the Candidate by Paull & Warner Resources or for a period of 12 months following the appointment of any candidate by the client, either:

(i) Solicit, or employ or engage directly or indirectly the services of, any employee or former employee of Paull & Warner Resources who has been involved in the provision of the services under the Agreement to the client or;
(ii) Engage or utilise the services of any person or entity as a result of such an employee or former employee of Paull & Warner Resources becoming a director, manager, partner, agent, employee or consultant of such an entity; the Client must pay Paull & Warner Resources on demand a fee of \$20,000 (exclusive of GST).

11. The client shall notify Paull & Warner Resources immediately when an appointment of a Candidate is made and shall provide Paull & Warner Resources with full details of the appointment and a copy of any job offer made by the Client to the Candidate. The Client agrees to supply Paull & Warner Resources with any required Purchase Order within 14 days of the appointment of a Candidate. Where the Client fails to do so Paull & Warner Resources is authorised to invoice the Client without an accompanying Purchase Order.

12. Paull & Warner Resources fee is calculated as a percentage of the Candidate's anticipated first year's total remuneration, which includes, but is not limited to a Candidate's taxable gross remuneration; any guaranteed bonus or commission payment; any superannuation contribution; allowance (including a car allowance) or fringe benefit (the value of which will be taken to be the total cost to the employer of providing the fringe benefit). All fees are exclusive of GST. The Client shall provide the Paull & Warner Resources a full statement of the anticipated first year's total remuneration to be received by a candidate.

13. Paull & Warner Resources fee is calculated by multiplying the Candidates anticipated first year's total remuneration by the percentage (25%) that applies to anticipated first year total remuneration.

14. Paull & Warner Resources fee's become payable on the appointment of the candidate, including any appointment a detailed in Clause 7, 8 and 9 above. An appointment takes place whether or not such appointment is conditioned upon the passing of probation periods. Should the Client fail to advise Paull & Warner Resources of the appointment within 14 days of the start date of the candidate, as detailed in Clause 11 above, the Client must pay Paull & Warner Resources on demand a fee (exclusive of GST) of 25% of the Candidate's anticipated first year's remuneration

15. For a retained search, Paull & Warner Resources fee is 25%, payable according to the following fee structure:

- (i) 1/3 in advance of the search
- (ii) 1/3 on presentation of shortlist
- (iii) 1/3 on acceptance of offer

For the purpose of declining the search fee, salaries will be agreed between the Client and Paull & Warner Resources before the search. Upon acceptance of the offer, the final fee payable to Paull & Warner Resources will be recalculated to the offer amount.

16. An invoice from Paull & Warner Resources to the Client pursuant to Clause 7,9,10,11, 12 and 14 above is payable within 14 days of its date of issue, after which interest will accrue on the outstanding amount and be payable by the Client. Interest (calculated monthly) will accrue on the sum due in accordance with the Supreme Court of Western Australia interest rate, as amended from time to time.

17. The Client shall bear the legal cost incurred by Paull & Warner Resources if an invoice is not paid or if it is paid after 14 days have elapsed since it was issued for payment.

18. If the appointment of the Candidate is terminated within 8 weeks of the commencement of his/her employment or engagement with the client a rebate will be paid by Paull & Warner Resources to the Client at a rate of 12.5 % of the fee charged by Paull & Warner Resources for each full week the Candidate did not work during the 8 week period, subject to Clause 18 set out below.

19. No rebate shall be payable if:

- (i) Paull & Warner Resources deems that an appointment is rescinded for no valid reason
- (ii) The fee is not paid to Paull & Warner Resources within 14 days of the tendering of the invoice; or
- (iii) The cause of termination is not related to the Candidate's qualifications, capability or conduct;
- (iv) The Candidate is made redundant.