

## Premium Recruitment Terms and Conditions

MACRO to undertake a comprehensive advertisement campaign and headhunting campaign for a specific vacancy.

The retainer payment is 5% of the anticipated Package.

The retainer Payment is a non-refundable Retainer fee.

The Placement Fee is an additional fee of 10% of the Candidate's Package

### Introductions

1. **An introduction** is defined as MACRO alerting you to a candidate that has not been represented to you in the past 3 months. You agree to pay MACRO the recruitment fee should you hire a candidate introduced by MACRO within a period of thirteen (13) months.
2. **A re-engagement** is defined as on-hiring or re-employing a candidate placed by MACRO within a period of 13 months after the end of a contract. You agree to pay MACRO the recruitment fee should you re-engage a candidate placed by MACRO.
3. If another agency represents the same candidate after MACRO has placed or introduced them to you, then the recruitment fee is still payable to MACRO for the initial introduction or placement.
4. If another agency represents the same candidate to you without the candidate's consent, this is not taken as them introducing them to you.
5. You agree to notify MACRO immediately once an employment offer has been made and/or accepted by a candidate that MACRO has represented to you.
6. Introductions are confidential. You agree that if a candidate that MACRO represented to you is engaged by another party to whose attention the candidate has come as a result of your introduction, then you shall pay the recruitment fee to MACRO as if the candidate was placed with you.
7. Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 13 calendar months from the date of termination a sole supplier fee becomes payable (with no entitlement to a replacement guarantee).

### Candidate's Package

8. The Candidates Package is defined as the candidate's annual full time equivalent salary package plus superannuation, 50% of the anticipated on-target-commissions and bonuses, car allowance, any other remuneration related benefits, and company car valued at \$15,000 if applicable.

## Replacement Guarantees

9. Should a permanent placement to be employed by you within 12 weeks from the commencement date; MACRO shall make all reasonable efforts to secure a suitable replacement.
10. Should we fail to source a replacement candidate within one (1) month of being notified of a termination and the conditions of 3.2 above have been met, MACRO will issue you with a refund of the placement fee within seven business days.
11. The replacement guarantee will only be offered if;
  - a. our invoices being paid within the Payment Terms listed herein;
  - b. We have been notified in writing within seven (7) days of the termination;
  - c. The replacement is for reasons other than redundancy, restructuring, change of management or significant change in job description;
  - d. It is the first replacement only for that role;
  - e. Offered for the same position, at the same salary, in the same department. Any alterations to the role, including a higher salary, may result in a partial or full fee for service;
  - f. Utilized within 3 months of the candidate leaving.
  - g. The candidate was not engaged as a contractor prior to permanent placement
  - h. engaged under the Premium or Sole Supplier Service
12. Should the candidate not start we will refund your placement fee and restart the brief.

## Payment Terms

13. All prices quoted are exclusive of GST.
14. A minimum charge of \$4000 applies to all permanent placements
15. Disputes over invoices must be raised within 7 days of the invoice to ensure that the replacement guarantee is maintained.
16. Invoices for permanent placements are sent on the day that the candidate accepts the offer. All fees become payable 7 days after invoice.
17. Candidate Acceptance is defined as the Candidate and your company entering into a verbal or written employment agreement as defined by Fair Work Australia.
18. Should the Business be forced to take legal action to recover any debt, a Debt Recovery Fee of 10% of the invoice value applies. MACRO will also be entitled to claim Court Costs and any associated legal fees and charges. Any legal matter arising out of non-payment of any invoice will be dealt with in Victorian Courts.

## Suitability & Liability

19. MACRO endeavours to ensure that all candidates introduced to you are suitable for the position. Notwithstanding this, you shall satisfy yourself as to the suitability of any introduced candidate, and shall investigate any references, qualifications, and evidences of medical history (if required) provided by the candidate and/or MACRO before engaging the candidate.

20. Neither MACRO nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.
21. MACRO is not responsible for any loss, expense, damage or delay, however occasioned. MACRO is not liable for any injury, loss or damage to persons, property or business arising directly or indirectly from any act or omission of the candidate or MACRO even if the act or omission is negligent or fraudulent or reveals dishonesty.

### Privacy

22. Candidate details are made available to you on a confidential basis. You agree not to disclose said details to a third party and furthermore to respect the privacy of the candidate and treat such information in accordance with the privacy laws of Australia.