



MACRO RECRUITMENT

Terms of our business

Standard Recruitment

The permanent placement fee is a percentage of the successful Candidate's Package:

Office Administration staff: 12%

Sales staff: 13%

Trades Staff: 13%

All other skill sets are 17%

For candidate packages less than \$50,000, a flat fee of \$4000 applies.

Premium Recruitment

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

The retainer Payment is a non-refundable Retainer fee of \$5,000 due before starting.

The total Placement Fee (including the Retainer) is 17% of the candidate's package.

Business saver

MACRO shall provide a full service recruitment service to assist in hiring a permanent employee. The fee is \$1500 + GST

To be eligible, the vacancy

- Has a salary of less than \$80,000 including superannuation.
- Is located within a highly populated area
- Falls within one of the Business Saver skill categories as listed at <https://www.macrorecruitment.com.au/employers/submit-vacancy/>

The service includes:

- **Search Services**
MACRO will post a job advert on SEEK, Indeed, and 15 free job boards, MACRO's social media, a native advert on Google, Facebook and LinkedIn, email and text job alerts to MACRO's database. These mediums access the majority of Australia's workforce.
- **Selection Services**
For 30 days after starting, MACRO will screen applicants via interviewing, reference checking and psychometric testing. MACRO will screen all applications against the Employers screening criteria, the applicant's production history, behaviour profile, motivations and technical knowledge.
- **Related Administration Services**
MACRO will field questions from all applications. MACRO will provide a shortlist of the top 5% of applicants to the Employer. The Employer will interview applicants and make a final decision on hiring. MACRO will assist in coordinating interviews and employment offers.

Labour hire

Contractor rates are dependent on market rates and will be quoted on an individual basis when we send the contractor's details to you.

Introductions

1. An introduction is defined as MACRO alerting you to a candidate that has not been represented to you in the past 9 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 Standard Recruitment fee becomes payable (with no entitlement to a replacement guarantee).

Suitability & Liability

8. 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.
9. 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.
10. 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

11. 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.

Permanent placements

Candidate's Package

12. 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

13. Should a permanent placement cease to be employed by you within 12 weeks from the commencement date; MACRO shall make all reasonable efforts to secure a suitable replacement.

14. Should we fail to source a replacement candidate within one (1) month of being notified of a termination and the conditions of clause 15 below have been met, MACRO will issue you with a refund of the placement fee within seven business days.
15. 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 engaged under the Premium or Standard Recruitment Service
16. Should the candidate not start we will refund your placement fee and restart the brief.

Payment Terms

17. All prices quoted are exclusive of GST.
18. A minimum charge of \$4000 applies to all permanent placements
19. Disputes over invoices must be raised within 7 days of the invoice to ensure that the replacement guarantee is maintained.
20. Invoices for permanent placements are sent on the day that the candidate accepts the offer. All fees become payable 7 days after invoice.
21. Candidate Acceptance is defined as the Candidate and your company entering into a verbal or written employment agreement as defined by Fair Work Australia.
22. 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.

Labour hires

The 'Contractor' is deemed as a CASUAL Employee and is paid by MACRO.

The 'Client' is your company.

Payment

23. Completed and signed timesheets are to be sent weekly to MACRO's payroll manager.
24. Payments are to be made as per the MACRO terms of business (7 days).
25. A late payment fee of 25% pa applies to all overdue invoices. This is so as to service MACRO's debtor financing required to pay the Contractor in the absence of payment from the Client.
26. Both the Contractor and the authorised representative of the Client shall sign timesheets. The Client agrees to verify and sign the Contractors' time-sheets each week and forward them to MACRO by close of business each Monday.
27. Should the Client wish to take the Contractor on as a permanent employee the listed Contract Buy-Out rate as a percentage of the Contractors permanent salary package shall be payable by the Client to MACRO.
28. The Client's representatives' signature on the time-sheet constitutes acceptance that the Contractor has performed the work to their satisfaction for the hours indicated on the time sheets. Failure to sign the time sheets does not alter your liability to pay for hours worked.
29. Claims for adjustments of invoices will not be entertained by MACRO where it is in possession of a completed time-sheet duly verified and signed by the Client's representative.
30. A re-engagement is defined as on-hiring or re-employing a candidate placed by MACRO within a standoff period of 9 months after the end of a contract.
31. You agree and hold yourself liable to pay MACRO the Standard Recruitment fee based on the Gross Annual Wages of that employee should you hire or re-engage a candidate introduced by MACRO within the standoff period of 9 months as defined.

Notice

32. The Client agrees that should the Client wish to discontinue their services with the Contractor, they must give no less than 2 days' notice in writing to MACRO. Failure to do so shall entitle MACRO to claim revenue lost equivalent to the 2 days' notice period not given.

Confidentiality & Intellectual Property Ownership

33. The Contractor agrees not to disclose any information deemed as confidential that has been passed to the Contractor by MACRO or the Client.
34. All copyright material shall rest with the Client.

35. The Client shall own all right, title and interest in perpetuity to the results of Contractors' services and all artistic materials and intellectual properties which are, in whole or in part, created, developed or produced by the Contractor during the employment term and which are suggested by or related to the Contractors employment herein or any activities to which Contractor is assigned, and the Contractor shall not have any claim to have any right, title or interest herein of any kind or nature.

Non-Performance.

36. If in the opinion of the Client, the Contractor misconducts themselves or is incompetent or negligent in the performance of their duties the services of the Contractor shall be withdrawn by service of notice in writing to the Contractor. In the event that MACRO receives notice from the Client, the same notice shall be given to the Contractor.
37. If the Contractors' performance is called into question the Client will notify MACRO no later than 48 hours following their occurrence and that all such notification shall be made in writing and addressed to the Managing Director of MACRO. The Client agrees that verbal notifications of such instances are not acceptable to MACRO.

Occupational Health & Safety

38. It is the responsibility of the Client to instruct the Contractor in the Occupational Health & Safety policy for the area in which they (Contractor) are performing their duties.
39. MACRO covers the contractor for WorkCover, but in the event of a claim whilst in the Clients care, custody and control, the first ten (10) days of wages and \$629 of medical bills shall be borne by the Client. This is to cover the WorkCover excess limitation on claims.

Liability

40. The Client acknowledges that MACRO is not performing the services required of our employees or independent Contractors; but is instead the supplier of employees and independent Contractors, at the Client's request. From the time our employees or independent Contractors report to the Client for their duties they are under the care, control and supervision of the Client for the duration of the assignment. In these circumstances, the Client agrees that MACRO will not be liable to the Client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment to the extent permissible by law.

41. Notwithstanding the provisions of Clauses herein, MACRO will ensure that, for the duration of the Contract, it will maintain Work Cover, Indemnity, and liability insurances.

Penalty rates (overtime)

42. MACRO's applies Penalty rates based on the current Award.

43. Labour-hire employees receive at least the minimum entitlements in the relevant modern award and the National Employment Standards (NES).