

# Standard Fee Structure



## Personnel Placements

The Placement fee is a percentage of the successful Candidate's commencing Annual Remuneration Package

### 20% First Placement discount

We offer a 20% discount off the Standard Fee for the first placement

|                      |         |
|----------------------|---------|
| < \$50,000           | \$4,000 |
| \$50,001 - \$65,000  | 12.8%   |
| \$65,001 - \$120,000 | 14.4%   |
| > \$120,000          | 15.2%   |

### 5% Retainer discount

We offer a further 5% discount when a retainer of \$800 is paid.

The retainer fee is due before starting the search and is deducted from the Placement Fee upon placement.

Should MACRO not provide any Candidates resumes within 30 days, \$600 will be refunded to the Client.

### Standard Fee

|                      |         |
|----------------------|---------|
| Salary range         |         |
| <\$50,000            | \$5,000 |
| \$50,001 - \$65,000  | 15%     |
| \$65,001 - \$120,000 | 18%     |
| >\$120,000           | 19%     |

### Fixed term placements

|                    |                                       |
|--------------------|---------------------------------------|
| Less than 6 months | \$5000 or 9%, whichever is the larger |
| 6-12 months        | 9% + 1% for each month after 6 months |

## Contractors

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

# Terms of Business



## Parties

These Terms of Business are between MACRO and its Client each time MACRO provides recruitment services to the Client.

## Acceptance of Terms of Business

The Client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel or employing or engaging personnel introduced by MACRO for a Personnel Placement offered by the Client, or for a Contract Assignment with the Client.

## Variation to Terms of Business

Any variation in the Terms of Business must be mutually agreed to by both parties in writing.

## Definitions

**“Assignment Letter”** means the terms of business associated to engaging a Contractor Assignment.

**“Annual Remuneration Package”** includes base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement payments, anticipated commission and bonus earnings and non-salary benefits such as provision of a motor vehicle. A car included in the package will be assessed at \$20,000. The value of all other non-salary benefits will be taken into account and agreed between MACRO and the client.

**“Candidate”** means any person who has sought or obtained placement by MACRO in (i) Permanent or fixed term employment with a Client of MACRO, or (ii) by way of a contract assignment with a Client of MACRO.

**“Casual Employee on the Client’s payroll”** means the Client directly employs the Candidate as a Casual Employee, wherein the Client pays wages of the Candidate directly.

**“Client”** means any person or body to which MACRO provides services and any Client Related Entity.

**“Client Related Entity”** means any entity connected with the Client including (i) an entity with a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner, or (ii) another government department or organization within the public service sector.

**“Contract Assignment”** means the provision of either an Independent Contractor, or an On-Hire Employee to carry out a contract assignment for the Client of MACRO

**“Fixed Term”** means any person who has accepted or obtained placement by MACRO on a fixed term basis with a Client of MACRO. A Fixed Term Placement is employed by the Client and the Client takes responsibility for payroll, legislative requirements.

**“Labour Hire”** means services to provide On-Hire Employees and Independent Contractors

**“MACRO”** means MACRO Recruitment Australasia Pty Ltd (ABN 25 103 297 552) and any MACRO Related Entity.

**“MACRO Related Entity”** means any entity connected with MACRO by a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner.

**“Independent Contractor”** means any entity engaged by MACRO to carry out a contract assignment with a Client of MACRO, who is engaged as an independent contractor and not as an On-Hire Employee. They are usually charged on an hourly, daily or project basis, which is dependent on the project and negotiated prior to commencement of each assignment or specific project.

**“On-Hire Employee”** means any person placed by MACRO on a contract assignment basis with a Client of MACRO, who is employed or engaged by and payrolled by MACRO. They are usually charged on an hourly, daily or project basis, which is dependent on the project and will be negotiated prior to commencement of each assignment or specific project.

**“Placement”** means any person who has accepted or obtained Permanent employment with the Client.

**“Personal Information”** has the meaning given to that term in the Privacy Act 1988 (Cth) (and any equivalent term/s under other applicable privacy or data protection laws).

**“Privacy Laws”** means Privacy Act 1988 (Cth) and any other applicable privacy or data protection laws.  
**“Standard Fee Structure”** means the Fee Structure listed in this document.

## 1. Fees

- 1.1. All Contract Assignment fees are strictly payable within 14 days of the invoice date.
- 1.2. All Permanent placement fees are strictly payable within 30 days of the invoice date.

### Fees for Placement Assignments, Fixed Term Assignments and Buy-outs

- 1.3. **Standard Recruitment** – The Client is seeking candidates but is not necessarily seeking an exclusive approach. The fee is as per the MACRO Fee Structure.
- 1.4. **Fixed Term Placement** – The placement fee for a Fixed Term placement is as agreed in writing between the parties. Further fees will apply should the candidate extend beyond the initial contract period to a maximum of twelve (12) months.
- 1.5. **Buy-Out** – Where an On-Hire Employee or Independent Contractor is transferred to a Placement or other employment status (or contracts directly), with the Client or any other person or body to whom the client has introduced the On-Hire Employee or Independent Contractor, the client will be charged a fee based on the MACRO Fee Structure. The fee will be listed in the [Labour Hire agreement](#) for the On-Hire Employee or Independent Contractor.
- 1.6. Invoicing for the final amount in relation to completion of a Personnel Placement, Fixed Term Placement or Buy-out (1.6, 1.7, 1.8, 1.9) will take place as soon as the offer has been made and accepted by the successful candidate.
- 1.7. Personnel Placement, Fixed Term Placements, and Buy-Out fees are calculated according to the Standard Fee Structure as a percentage of a Candidate’s commencing Annual Remuneration Package. Where a Candidate is placed in a Permanent role on a part-time basis the salary for calculating the placement fee will be on the basis of a full-time equivalent salary.
- 1.8. **Casual Employee on the Client’s payroll** – Every four (4) weeks the Client pays a fee of 17% of the candidate’s remuneration package earned by the Candidate in the preceding four weeks. The Buy Out fee is equal to the difference between the Standard Placement fee and the total fees paid to date for the candidate. No replacement guarantee applies.

### Fees for Contract Assignments

- 1.9. The fee will be negotiated prior to commencement of each Contract Assignment or specific project. The fee is based on the standard rate that would be paid to the On-Hire Employee or Independent Contractor, or their nominated representative, based on standard working hours only. All payments to On-Hire Employees will be subject to PAYG withholding unless otherwise agreed in advance in accordance with MACRO policies and ATO guidelines.
- 1.10. MACRO may vary the fee at any time (including retrospectively) without notice in light of the following:
  - a) changes to CPI or market rates;
  - b) overtime rates, shift penalties, allowances or other rates payable pursuant to any award or agreement or rate of pay set by Fair Work Australia (or other relevant body) applicable to the On-Hire Employee;
  - c) insurances, insurance premiums, or any statutory charges, levies, taxes or other payments MACRO is lawfully required to make or for which MACRO may become liable in respect of providing an On-Hire Employee or Independent Contractor under these Terms of Business.
- 1.11. The Client must pay the fee to MACRO according to the number of hours worked by an On-Hire Employee or Independent Contractor, or their nominated representative for the Client. Invoices are produced weekly based on the actual hours worked by the On-Hire Employee as evidenced by an authorized timesheet. These hours exclude unpaid meal breaks. The On-Hire Employee will be paid on terms to be negotiated prior to the commencement of an assignment (subject to 1.12).
- 1.12. The Client is responsible for paying MACRO a fee equal to the reasonable business expenses incurred by an On-Hire Employee in performing an assignment, and by Independent Contractors unless specifically agreed otherwise in writing. The Client must either (1) make all necessary arrangements with the On-Hire Employee or Independent Contractor for authorising and reimbursing expenses or (2) must review and authorise MACRO to make such reimbursement in accordance with MACRO policies and procedures and

must pay MACRO an additional fee. The additional fee will be calculated based on the costs incurred by MACRO in making the reimbursement including any relevant taxes and on-costs less any input tax credits claimed by MACRO plus GST on the additional fee when invoiced.

- 1.13. MACRO requires original tax invoices from the On-Hire Employee to support On-Hire Employee expense claims. If the Client would prefer to pay an allowance or per diem expense claim without providing supporting tax invoices, then the Client should notify MACRO in advance to confirm the alternative documentation required and confirm amounts that may be paid tax-free.
- 1.14. It is the Client's responsibility to review expense claim reimbursements and supporting documentary evidence of the On-Hire Employee and Independent Contractor before reimbursement is made or authorised. In no event shall the Client either authorise MACRO to pay expenses or pay expenses directly to or for an On-Hire Employee which are of a private nature or for amounts in excess of ATO expense guidelines. If such payments are made in contravention of these Terms of Business, then the Client must accept an additional fee from MACRO equal to the Fringe Benefits Tax and other payroll on-costs associated with the provision of the taxable benefit to the On-Hire Employee.

## 2. Personnel Placements - General Provisions

### Replacement Guarantee

- 2.1. If the requirements set out in this clause are met, MACRO shall extend a replacement guarantee for Candidates recruited and placed as employees with the Client.
- 2.2. This guarantee means that if the successful Candidate ceases employment with the client within three months of commencement of such employment ("Guarantee Period"), and the requirements set forth below are met, MACRO will
  - a) endeavour to find a replacement Candidate for the position without charging additional placement fees.
  - b) Refund the full amount if a replacement is not located within 30 days of MACRO being advised that a replacement is required.
- 2.3. In circumstances where the fee is paid on acceptance of offer by the Candidate, and a Candidate withdraws their acceptance of an offer of employment from the Client prior to commencing such employment, the replacement guarantee may also apply, subject to the terms set out below.
- 2.4. The replacement guarantee only applies if:
  - a) all fees, charges and expenses owing by the Client in respect of the placement of the original Candidate have been paid in full in accordance with the payment terms set forth in these Terms of Business, and the Client has no other amounts outstanding to MACRO;
  - b) the request to replace the Candidate is given exclusively to MACRO;
  - c) MACRO is notified as soon as practicable that the client wishes to invoke the guarantee, and in any event within the Guarantee Period;
  - d) the original job description and assignment specification does not alter; and
  - e) there is not an unreasonable delay by the Client in instructing MACRO to source the replacement Candidate
- 2.5. The replacement guarantee does not apply:
  - a) if the Candidate's employment ceases for reasons beyond MACRO's control such as redundancy, restructuring, economic circumstances, company closure, change of management or substantial change from the original job description; or
  - b) if the Candidate is engaged by the Client in an On-Hire Employee capacity through MACRO immediately prior to the acceptance of a Permanent position with that client; or
  - c) to replacement Candidates provided under this Clause.
- 2.6. The replacement guarantee is not transferable to other placements or recruitment services, and the Client is not entitled to any credit or refund for replacement guarantees that the Client does not wish to pursue or which are undertaken by MACRO but not completed.
- 2.7. Any additional advertising costs are not included in this replacement guarantee.
- 2.8. If the remuneration package of the replacement Candidate increases from the original Candidate, the invoiced amount will be adjusted appropriately.

### **Responsibilities After Personnel Placement**

- 2.9. Once a Candidate is placed as an employee with the Client, the Client is the Candidate's employer and has sole responsibility for the employee. MACRO has no liability or obligations in respect of the Client's employee, including, without limitation, in respect of the termination of employment of the employee for any reason by the Client. This also applies to Fixed Term Placements.

## **3. Contract Assignments - General Provisions**

- 3.1. MACRO can provide On-Hire Employees and Independent Contractors as required by the Client to provide services in accordance with these Terms of Business and the verbal or written job specifications given by the Client for a particular Contract Assignment. If MACRO issues an Assignment Letter for a particular assignment, the provisions of that letter operate in conjunction with these Terms of Business. If the Assignment Letter differs from these Terms of Business, the Assignment Letter prevails (to the extent of that difference).
- 3.2. On-Hire Employees and Independent Contractors are available for assignments of varying duration to suit the needs of the Client. However, with respect to Candidates engaged on a temporary basis, there is a minimum booking for each temporary of 4 or more consecutive hours, and if the On-Hire Employee or nominated representative of the Independent Contractor is engaged for less than 4 hours the minimum of 4 hours will be billed.

### **MACRO Responsibilities in Relation to On-Hire Employees**

- 3.3. If the need arises, MACRO may substitute one On-Hire Employee for another.
- 3.4. MACRO has the following responsibilities in relation to On-Hire Employees (where applicable):
  - a) payment of remuneration;
  - b) deduction of all appropriate taxation required by the Australian Taxation Office;
  - c) workers' compensation payments;
  - d) superannuation guarantee charges; and
  - e) payroll tax
  - f) Professional Indemnity and Public Liability insurance

### **Client's Responsibilities in Relation to Contract Assignments**

- 3.5. The Client has direct supervision and management of the On-Hire Employee and nominated representative of the Independent Contractor in the performance of each Contract Assignment for the Client. The Client directly controls the conditions under which the assignment is performed, and the outcome of the On-Hire Employee or nominated representative of the Independent Contractor.
- 3.6. The Client is responsible for ensuring the health and safety of the On-Hire Employee or nominated representative of the Independent Contractor while the On-Hire Employee or the Independent Contractors providing services to the Client at the Client's premises, and must satisfy all its obligations in relation to the On-Hire Employee or nominated representative of the Independent Contractor under applicable occupational health and safety and discrimination legislation. This includes, but is not limited to, the following:
  - a) providing all necessary induction and other training and issuing all necessary policies, procedures and directions;
  - b) immediately notifying MACRO of any occupational health and safety risks or discrimination or harassment issues in connection with the provision of services by the On-Hire Employee or nominated representative of the Independent Contractor;
  - c) requiring the On-Hire Employee or nominated representative of the Independent Contractor to perform only those tasks that that person is skilled and trained to perform; and
  - d) immediately notifying MACRO if there are any changes in the tasks that the On-Hire Employee or nominated representative of the Independent Contractor is assigned to perform for the Client;
- 3.7. The responsibility for protecting the Client's confidential information and intellectual property lies solely with the Client. MACRO is not liable for any claim arising from the Client's Confidential Information and Intellectual Property;
- 3.8. The Client is responsible for ensuring that the On-Hire Employee or nominated representative of the Independent Contractor is adequately covered by any insurance policy held by the Client in respect of the Client's business. For example, if the On-Hire Employee or nominated representative of the Independent

Contractor is required by the Client to handle valuables such as cash, operate machinery or equipment, drive vehicles or handle documentation.

### **Cancellation of Contract Assignment**

- 3.9. If the Client wishes to cancel a Contract Assignment prior to the scheduled commencement of the assignment, the Client must notify MACRO in sufficient time for MACRO to advise the On-Hire Employee or Independent Contractor of the cancellation.
- 3.10. If MACRO is unable to advise the On-Hire Employee or Independent Contractor prior to the scheduled commencement of the assignment, the Client must pay MACRO for the minimum booking of 4 hours.

### **Termination of Contract Assignment**

- 3.11. The Client may immediately terminate a Contract Assignment by giving verbal notice to MACRO.
- 3.12. The Client must pay the fee for all hours worked by the On-Hire Employee or Independent Contractor up to the time that the On-Hire Employee or Independent Contractor leaves the Contract Assignment.

### **Replacement Guarantee for On-Hire Employee and Independent Contractors**

- 3.13. MACRO undertakes to endeavour to replace an On-Hire Employee or nominated representative of an Independent Contractor at any time where the Client is not satisfied with an On-Hire Employee or Independent Contractor.
- 3.14. If the requirements set out in this clause are met, MACRO guarantees that if the Client is not satisfied with an On-Hire Employee or Independent Contractor and MACRO is notified in accordance with this clause, MACRO will endeavour to find a replacement On-Hire Employee or Independent Contractor without charging for the first four hours of the first On-Hire Employee or Independent Contractor.
- 3.15. The replacement guarantee only applies if:
  - a) It relates to an assignment that is of seven hours or greater;
  - b) MACRO is notified within four hours of commencement of the Contract Assignment;
  - c) the Client has no amounts outstanding to MACRO; and
  - d) the original assignment specification does not alter.
- 3.16. Any additional advertising costs are not included in this replacement guarantee.

### **Approaches to On-Hire Employees or Independent Contractors**

- 3.17. The Client must not discuss the On-Hire Employee or Independent Contractor Fees, or any change to the On-Hire Employee or Independent Contractor Fee, with an On-Hire Employee or Independent Contractors or its nominated representative.
- 3.18. If the Client makes an offer of employment to an On-Hire Employee or nominated representative of an Independent Contractor who is performing an assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the On-Hire Employee or nominated representative accepts, the Client must pay to MACRO the Permanent placement fee in respect of the On-Hire Employee/ Nominated Representative in accordance with the Standard Fee Structure.
- 3.19. If the Client makes an offer of further or different Contract Assignment to an On-Hire Employee or Independent Contractor who is performing or carrying out the assignment for the Client (or who has performed an assignment for the Client during the previous 12 months) which the On-Hire Employee or Independent Contractors accepts, the Client must pay MACRO for that assignment in accordance with these Terms of Business.
- 3.20. The fees payable under this clause are due and payable within 7 days of the On-Hire Employee or nominated representative of the Independent Contractor commencing employment or the new assignment.

## **4. General Terms**

### **Introduction of Candidates**

- 4.1. MACRO treats the introduction of Candidates and their details as strictly confidential, and therefore expects the Client to do the same.



- 4.2. If a Candidate or his or her details are introduced to or passed on to the Client (including the transfer of a candidate's details to the Client's database), and that introduction or transfer results in the placement or engagement on a contract basis of the Candidate, the Client must pay MACRO the appropriate fee in accordance with these Terms of Business and the Standard Fee Structure.
- 4.3. If a Candidate introduces another Candidate to the Client and that introduction results in placement or engagement on a contract basis of that Candidate, the Client must pay MACRO the appropriate fee in accordance with these Terms of Business and Standard Fee Structure

#### **Non-Solicitation of MACRO employees**

- 4.4. The Client shall not solicit MACRO employees.
- 4.5. In the event that the Client places a MACRO employee in a role with the Client or any other person or body to whom the Client has introduced the employee, the Client will be charged a fee based on the Standard Fee Structure.

#### **Liability and Indemnities**

- 4.6. MACRO makes every effort to maintain a high standard of Candidates and to provide proper details of their qualifications and experience. However, as these details are based on information provided to MACRO by the Candidate, their referees, and other third-party organizations as relevant, MACRO is not liable for any errors, omissions, inaccuracies or incorrect conclusions. Clients are responsible for the final recruitment decision and must satisfy themselves as to the suitability of the Candidate.
- 4.7. MACRO is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the Client, or for which the Client may become liable, arising from:
  - a) the introduction by MACRO of Candidates (or delay in any such introduction); or
  - b) the failure of a Candidate to accept an offer of employment or Contract Assignment.
- 4.8. The Client indemnifies MACRO (and keeps MACRO indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:
  - a) the actions or omissions of a Candidate, performing an assignment for the Client, whether wilful or negligent and whether or not occurring at the Client's premises or the place where the assignment is performed;
  - b) any failure or alleged failure of a Candidate, to duly perform his or her obligations;
  - c) personal injury or death of a Candidate, or any other person howsoever arising from, or related to the performance by a Candidate of his or her obligations; and
  - d) damage to any property arising from, or related to the performance by a Candidate, of his or her obligations.
  - e) any occasion when an On-Hire Employee or Independent Contractor carrying out a Contract Assignment with the Client is required to attend jury duty during the course of the Contract Assignment.
  - f) any omission, inaccuracy or conduct of the Client in relation to the recruitment services.
- 4.9. The Client further indemnifies MACRO (and keeps MACRO indemnified) on a full indemnity basis in respect of all claims related to the Candidate's assignment with the Client, including but not limited to termination of the assignment by the Client.

#### **Goods and Services Tax (GST)**

- 4.10. All fees payable under these terms of business are exclusive of GST.
  - a) GST will be added to the fee at the prevailing rate unless it is assessed by MACRO to be GST exempt.
  - b) Out of pocket expenses, when applicable, will be calculated and charged as the amount incurred by MACRO (net of any input tax credit to which MACRO is entitled) plus GST as applicable.

#### **Privacy**

- 4.11. The Client agrees to comply with the Privacy Laws regarding Personal Information collected, used or disclosed by the Client in connection with this agreement. The Client agrees not to use or disclose any Personal Information provided by MACRO except for the purpose of receiving MACRO's services. The Client must ensure that before disclosing any Personal Information to MACRO the Client is entitled to disclose that information under the Privacy Laws and has obtained any required consents or authorisations and/or provided any required notifications. The Client agrees that MACRO may use, collect and disclose Personal Information received, created or obtained in connection with this agreement in accordance with

its privacy policy available at <https://www.macrorecruitment.com.au/job-seekers/contractors/social-media-policy/> If the Client becomes aware of any actual or alleged breach of the Privacy Laws concerning information disclosed by MACRO to the Client or by the Client to MACRO, then the Client must notify MACRO immediately and comply with any reasonable directions of MACRO with respect to such breach.

### **Expenses**

- 4.12. Couriers, interstate or overseas phone calls and facsimiles will be billed to the Client at a fixed rate.
- 4.13. Display advertising costs will be discussed and agreed with the Client in advance and billed at the applicable rate.
- 4.14. Out of pocket expenses which may be included (such as accommodation, meals and travel) must be agreed with the Client in advance.
- 4.15. All advertising expenses, couriers, interstate or overseas phone calls and facsimiles and out of pocket expenses will be separately invoiced immediately after those expenses are incurred. Such invoices are strictly payable within seven days of the invoice date.

### **Payment for Work Performed**

- 4.16. The client shall make payment to MACRO for all work performed, including where the client materially changes its specifications and MACRO performs additional work.

### **Other Client Obligations**

- 4.17. The Client is requested to refer all direct applicants and internal applicants to MACRO.
- 4.18. The Client must notify MACRO as soon as the Client makes an offer of employment to a Candidate introduced to the Client by MACRO and must provide details of that offer.
- 4.19. If the Client defers a hiring decision in respect of a recruitment assignment performed by MACRO and a Candidate is hired within 12 months of the date of the initial introduction by MACRO or the first interview, whichever is later, the Client must pay to MACRO the appropriate placement fee in accordance with these Terms of Business.
- 4.20. A mutually agreed fee will be charged to the Client where Candidates on the MACRO database are transferred to the Client's database. This fee is in addition to any other fee charged under this agreement.