

Terms & Conditions

The Co-Group Limited ABN 53 623 832 039 (**The Co-Group**) provides Placement Services and Temporary Worker Services (**Services**).

Our Placement Services identify and Introduce Candidates for full time, part time or fixed term Engagements with the Client.

Our Temporary Worker Services provide Temporary Workers to perform Assignments for the Client on a casual or fixed term basis.

1. How these Terms apply

1.1 The terms and conditions set out in this document (**Terms**) apply to all Services provided by The Co-Group.

Placement Services

1.2 In the case of each Engagement, The Co-Group will provide, and the Client will accept, the Placement Services for that Engagement on the terms and conditions set out in the Engagement Details for that Engagement, these Terms, and the Schedule, including any Special Conditions agreed between The Co-Group and the Client at the time that the Engagement Details are settled.

1.3 Together, the Engagement Details, these Terms, and the Schedule form the agreement between The Co-Group and the Client for the Placement Services (**Placement Services Agreement**). To the extent that there is any inconsistency, the Special Conditions take precedence over the Terms, and the Engagement Details take precedence over the Special Conditions and the Terms,

Temporary Worker Services

1.4 In the case of each Assignment, The Co-Group will provide, and the Client will accept, the Temporary Worker Services for that Assignment on the terms and conditions set out in the Assignment Details for that Assignment, these Terms, and the Schedule, including any Special Conditions agreed between The Co-Group and the Client at the time that the Assignment Details are settled.

1.5 Together, the Assignment Details, these Terms, and the Schedule form the agreement between The Co-Group and the Client for the Temporary Worker Services (**Temporary Worker Services Agreement**). To the extent that there is any inconsistency, the Special Conditions take precedence over the Terms, and the Assignment Details take precedence over the Special Conditions and the Terms.

Parties

1.6 In these Terms:

a. The Co-Group Limited ABN 53 623 832 039 is referred to as "**The Co-Group**", '**we**', '**us**', or '**our**';



- b. “**Client**”, “**you**”, “**your**” or “**client**” refers to the party named in the schedule as the ‘Client’ and any of its related bodies corporate that procures Services from us; and
- c. “**parties**” means The Co-Group and the Client, and “**party**” means either of them.

Currency of Terms

1.7 These Terms replace and supersede any previous terms and conditions for Services and apply until terminated in accordance with their terms or by agreement between you and us.

2. Key definitions

In addition to the words and expressions defined elsewhere in these Terms:

- 2.1 ‘**Assignment**’: specified work and tasks either or both to be performed by a Temporary Worker under your care, supervision, direction, and control at your premises or anywhere else specified by you and approved by us.
- 2.2 ‘**Assignment Details**’: the document we will provide to you that sets out the key terms of an Assignment as agreed under section 4.3.
- 2.3 ‘**Candidate**’: any person Introduced to you by us by any means, whether directly or through a third party.
- 2.4 ‘**Default Rate**’ means, in respect of a given date, the rate as a percentage per annum that is equal to the sum of two per cent (2%) per annum plus the Overdraft Business Rate quoted by Westpac Banking Corporation Limited on that date or, if no such rate is quoted, such other similar rate as is reasonably selected by us.
- 2.5 ‘**Engage**’ or ‘**Engagement**’: to employ, use or hire under a contract of service or for services either directly or indirectly (other than through us) and includes any engagement for trial or probation purposes.
- 2.6 ‘**Engagement Details**’: the document we will provide to you that sets out the key terms of an Engagement as agreed under section 3.4.
- 2.7 ‘**Hourly Rate**’: see clause 4.5.
- 2.8 ‘**Introduction**’ or ‘**Introduce**’: the passing to you by us of a curriculum vitae or other information or report which identifies a Candidate or a Temporary Worker, whether orally or in writing and regardless of whether the Candidate or Temporary Worker was introduced in response to a specific request.
- 2.9 ‘**Placement Services**’: either or both of the permanent and fixed term placement services set out in section 3, as the context requires.
- 2.10 ‘**Placement Services Agreement**’: see clause 1.3.
- 2.11 ‘**Services**’: either or both of the Placement Services and Temporary Worker services, as the context requires.
- 2.12 ‘**Services Agreement**’ means a Placement Services Agreement or a Temporary Worker Services Agreement, as the context requires.



2.13 **'Schedule'**: the schedule attached to these Terms as may be updated from time to time by us (except that any Special Condition may only be amended by agreement between the parties).

2.14 **'Special Condition'**: a special condition specified in the Schedule.

2.15 **'Temporary Worker'**: one of our employees or an employee of one of our related bodies corporate.

2.16 **'Temporary Worker Services'**: the temporary worker services set out in section 4.

2.17 **'Temporary Worker Services Agreement'**: see clause 1.5.

2.18 **'Terms'**: these terms of business and Schedule.

2.19 **'Total Remuneration'**: see clause 3.12.

3. Placement services

Our permanent and fixed term placement services

3.1 We identify and Introduce Candidates for full time, part time or fixed term Engagements with you for which you agree to pay us the placement fees specified in this section 3.

3.2 We provide three types of placement services:

- a. retained placement services – where we are engaged exclusively of any other service provider on the basis that we will Introduce Candidates from our own network of available people,
 - b. exclusive placement services – where we are engaged exclusively of any other service provider on the basis that we will Introduce Candidates identified from the market generally, and
 - c. non-exclusive placement services – where the Client may engage other service providers and we are engaged on the basis that we will Introduce Candidates identified from the market generally,
- and the type of services (and therefore applicable placement fee) will be agreed with you prior to commencement.

3.3 You agree to provide to us:

- a. a full and accurate position description
- b. role requirements; and
- c. details of any suitability checks and/or selection testing requirements that you want a candidate to complete as part of your selection process.

3.4 We will confirm your request for an Engagement in writing by issuing you Engagement Details. You agree to notify us of any errors or omissions in the Engagement Details (or subsequent amended Engagement Details) within 1 business day of receiving it (in respect of which time is of the essence) after which time it is deemed to have been



agreed and accepted as a full and accurate description and scope of the Engagement and you will be deemed to have authorised us to provide the Placement Services for that Engagement in accordance with the Placement Services Agreement for that Engagement.

3.5 Where all requirements of an Engagement are unable to be met by us, we will provide information on the Candidates we have available who are closest to meeting the Engagement requirement. The decision will be made by you as to whether you would like to engage the Candidate who is available.

3.6 You will be liable to pay us a placement fee for a full-time, part-time or fixed term placement if any of the following events happens within 12 months of the date of introduction to a Candidate (including any Candidate you already know or is subsequently introduced to you by another business and we haven't agreed in writing to waive our fee):

- a. The Candidate is Engaged by you for any position; or
- b. You pass the details of the Candidate to a related body corporate or another third party and that third party Engages the Candidate for any position; or
- c. your offer of Engagement is accepted by the Candidate but due to no fault of the Candidate, that Engagement does not commence.

3.7 Any introduction of a Candidate must be kept confidential.

3.8 Unless otherwise agreed in writing, you agree to channel all communications with any Candidates via us until an Engagement is accepted by a Candidate, including all correspondence and arrangements relating to Candidate interviews and to your inquiries, deliberations and decisions regarding any Candidate.

3.9 Unless otherwise agreed in writing, you will be responsible for arranging a Candidate's medical examinations, police checks and other investigations, and obtaining their visas or other work permits.

3.10 When a Candidate accepts your Engagement offer, you agree to provide us with a copy of the contract or that offer letter within 7 days.

3.11 All placement fees due under these Terms are calculated in accordance with the table in the Schedule.

3.12 All placement fees are expressed as a percentage of the Candidate's first year full-time equivalent gross annual remuneration including base salary, superannuation, living/accommodation allowances, overseas premiums, travel and car allowances, health insurance and any other contractual benefits which form part of the total remuneration package (**Total Remuneration**). If you agree to provide the Candidate a car or care allowance and the amount is not specified by you, \$15,000 is the minimum value we include in the Total Remuneration.

3.13 For Engagements of less than 5 working days each week, our fee will be calculated as follows:

- a. Where the Engagement is 3 days or less per week, you will pay 70% of the full-time equivalent placement fee calculated in accordance with clauses 3.11 and 3.12; and



- b. Where the Engagement is for more than 3 days but less than 5 days per week, you will pay 80% of the full-time equivalent placement fee calculated in accordance with clauses 3.11 and 3.12.

These fees apply to all part time Engagements regardless of the hours or days worked.

3.14 For fixed term contract Engagements (being an Engaged position for an expected finite time):

- a. A minimum placement fee of \$5,000 applies in all cases; and
- b. Our placement fee will be calculated on the full-time Total Remuneration and if less than 12 months, pro-rated for the duration of the initial term of the Candidate's fixed term contract (up to a maximum of 12 months); and
- c. If an initial fixed term of less than 12 months is extended of the Candidate is re-Engaged within 12 months of the end of the initial fixed term Engagement, you will incur the remaining pro-rata portion of the placement fee until you have paid 100% of the placement fee.

3.15 Subject to clause 3.9, if you ask us to incur expenses including advertising fees, profiling, courier fees, police checks, licence or qualification validation, medical checks or out of pocket expenses incurred by Candidates attending interviews, we are entitled to invoice these as they are incurred. You are liable for these regardless of whether you Engage the relevant Candidate.

Payment and Invoicing

3.16 Our placement fees are immediately due and payable as follows (and we will invoice accordingly):

- a. (Retained or exclusive search): for retained and exclusive Candidate searches:
 - i. One third of the total placement fee (as calculated by us) on and from when you authorise us to start the search (search fee)
 - ii. One third of the total placement fee (as calculated by us) on and from when we present a shortlist (shortlist fee).
 - iii. the balance of the full placement fee on and from when a Candidate has signed an offer of employment or has otherwise agreed in writing to be Engaged
- b. (Non-Exclusive search): for all other searches, on and from when a Candidate has signed an offer of employment or has otherwise agreed in writing to be Engaged.

3.17 All invoices for placement fees and expenses under clause 3.15, are payable 7 days from the date of invoice.

Cancellation of searches or roles

3.18 If you withdraw the request for a retained search at any time no refunds will be made, and all applicable fees under clause 3.16a will be due and payable regardless of whether the invoice has been raised.



Replacing a Candidate

3.19 If a Candidate Engaged by you on a permanent full-time or part-time basis resigns or is terminated (other than a termination set out in clause 3.19a) within 13 weeks of their commencement date, we will endeavour to find a replacement candidate at no additional cost (once only), subject to all of the following (determined by us in our absolute discretion);

- a. Your termination of the Candidate:
 - i. Was not unlawful; or
 - ii. Was not due to redundancy, a restructure or a change in the original role specification provided to us; or
 - iii. Was not due to your false or misleading conduct or representation during the recruitment process to in connection with the Engagement (and if subsequently it is found by a Court or Tribunal that you did engage in false or misleading conduct or misrepresentations during the recruitment process to the Candidate, then we reserve our rights to request payment from you for the cost of the replacement Candidate).
- b. You have paid all of the fees for the original Candidate within the earlier of 14 days of the invoice date or 24 hours of the Candidate's resignation or termination;
- c. No other fees or expenses payable to us are overdue;
- d. You gave us an opportunity to address any issues prior to resignation;
- e. You notified us immediately in writing of the Candidate's resignation or termination;
- f. The original Candidate was not Engaged on a fixed term contract;
- g. We are given exclusivity for 30 business days to find a suitable replacement Candidate;
- h. The Candidate was not re-Engaged under clause 3.18;
- i. The Candidate was not a Temporary Worker retained by you under clause 4.19; and
- j. The Candidate was not provided as a replacement for another Candidate under this clause 3.16.

3.20 Subject to clause 3.19, if:

- a. You do not require a replacement Candidate; or
- b. We do not find a suitable replacement Candidate within 45 business days from the Candidate's last day with you, you will be eligible for a discount off future permanent and fixed term placement services up to the value of 50% of the placement fee paid for the original Candidate. You may elect to apply the discount in the 12 months after the date the original Candidate's resignation or



termination. Any eligible discount not applied by you will automatically expire at the end of this period. We do not provide credit notes or refunds.

3.21 If you or any related party of yours decide to re-Engage the original Candidate within 12 months of their last day with you, the full placement fee will again be payable.

3.22 If the Total Remuneration offered to the replacement Candidate is greater than that of the original Candidate, an adjustment to the original invoice will be made, increasing it in proportion with the increase in Total Remuneration.

Suitability

3.22 We will use our best endeavours to submit suitable Candidates. We will, wherever practicable, carry out interviews and pre-screening before submitting a Candidate to you (excluding tests for skills and proficiency).

3.23 The final decision as to the suitability and employability of the Candidate rests with you.

Liability

3.24 Subject to clause 5.10:

- a. We do not warrant the accuracy of any information provided by the Candidate and we are not liable for and you release us from loss, expense, damage, delay, costs or compensation arising from or in any way connected to information provided to us and then provided to you in relation to a Candidate; and
- b. We are not liable for and you release us from any loss, expense, damage, delay, costs or compensation arising from or in any way connected with us seeking a Candidate, Introducing a Candidate, or from your Engagement of any Candidate.

3.25 We do not accept any liability for work performed by Candidates when Engaged by you, including any loss or damage caused as a result of a Candidate's negligence, fraud, dishonesty or lack of skills or qualifications.

3.26 You indemnify us, and our officers, employees, agents and contractors, from any loss, liability, damage, costs or expenses arising in relation to information we obtained from you and used in the provision of our Services, including in informing a Candidate about the Engagement (including, to the extent allowed by law, any claim that we engaged in misleading or deceptive conduct).

4. Temporary Worker Services

Our Services and Engagement of Temporary Workers

4.1 We on-hire Temporary Workers to perform Assignments for the fees specified in this section 4. We may Provide Temporary Workers on a casual or fixed term basis.

4.2 You must provide us with full and accurate information about the requirements of each Assignment and the tasks to be performed by a Temporary Worker in a format required by us. This may include number of Temporary Workers required for an



Assignment, date(s) Temporary Worker(s) required for an Assignment, detailed description of the qualifications, including licences, skills and experience, required of the relevant Temporary Worker to safely undertake the performance of the Assignment.

4.3 We will confirm your request for a Temporary Worker in writing by issuing you Assignment Details. You agree to notify us of any errors or omissions in the Assignment Details (or subsequent amended Assignment Details) within 1 business day of receiving it (in respect of which time is of the essence) after which time it is deemed to have been agreed and accepted as a full and accurate description and scope of the Assignment and you will be deemed to have authorised us to provide the Temporary Worker Services for that Assignment in accordance with the Temporary Worker Services Agreement for that Assignment.

4.4 We will seek to identify and assign a Temporary Worker who meets the requirements of the Assignment.

- a. Where all requirements are unable to be met by us, we will provide information on the Temporary Worker we have available that is closest to meeting the Assignment requirement. The decision will be made by you as to whether you would like to be assigned the Temporary Worker who is available.
- b. If you reasonably consider that the Temporary Worker assigned to you is not performing to standard or is not a suitable fit, then (without limiting clause 4.22 or any other provision of these Terms) we will endeavour to find and assign a suitable replacement Temporary Worker.

4.5 We will be responsible for paying a Temporary Worker as their employer, for the payment of superannuation and workers compensation under the applicable legislation, as well as the withholding and remittance of all taxes applicable to the employee's employment with us such as income tax, payroll tax and fringe benefits tax.

Fees, Payment, and Invoicing

4.6 The applicable Hourly Rate (ex. GST) for a Temporary Worker will be confirmed to you prior to commencement of an Assignment and your acceptance of the Assignment Details under clause 4.3 will be deemed to include your acknowledgement that the Hourly Rate is binding on you from the commencement of an Assignment. An Hourly Rate includes the hourly base rate, shift penalties, overtime rates, superannuation contributions, workers' compensation and other insurance premiums, payroll tax, any withholding taxes and any other applicable statutory entitlements (determined by us at our discretion).

4.7 In relation to minimum Assignment periods:

- a. A minimum charge of 2 hours per day applies to and during each Assignment.
- b. In both paragraph (a) and paragraph (b), the period of an Assignment will include a period where a Temporary Worker relies on clause 4.32.

4.8 We invoice weekly for Assignments unless we notify you otherwise, and all invoices under this section 4 must be paid within 30 days of the date of invoice.



4.9 We will calculate the total weekly charges for a Temporary Worker by applying the Hourly Rate to the hours (or part thereof) shown on a Temporary Worker's timesheet. Failure by you to authorise a timesheet does not alter your liability to pay for the hours worked by a Temporary Worker.

4.10 If you ask us to incur any expenses in performing Services including the provision of personal protective equipment (whether for the purposes of clause 4.26b or otherwise), or additional checks, you will reimburse us on demand. In this clause "additional checks" means any kind of capability, regulatory or other check which is additional to the usual police, medical, licence and qualification checks undertaken by us to verify the eligibility of the Temporary Worker to undertake an Assignment.

4.11 We may vary Hourly Rates at any time and from time to time in our discretion to reflect any of the following:

- a. Any minimum wage decision of Fair Work Australia;
- b. The variation of an industrial instrument, contract of employment or applicable legislation relating to a Temporary Worker to apply from the date such decisions are made, or variations occur;
- c. Any other increase to a component of the Hourly Rates (including any salary increase based on a review and agreed with you, and including any change in a Temporary Worker's entitlements to annual leave, long service leave, redundancy or other leave or termination payments); and
- d. The impost of additional or new statutory charges, levies, or taxes.

For the avoidance of doubt, we apply our margin or mark up to any increased Hourly Rate after a variation is applied under clause 4.11.

4.12 If you do not wish to continue an Assignment due to an increase in the Hourly Rates you may terminate it by giving us the greater of (a) 48 hours' notice and (b) the minimum notice period applicable to the Temporary Worker. Your failure to provide the required notice period does not limit your liability under clause 4.18.

4.13 If you require a Temporary Worker to work overtime or outside ordinary hours you will be liable for any subsequent increase in Hourly Rates (and any applicable margin or mark-up we apply).

[Us replacing a Temporary Worker or cancelling an Assignment](#)

4.14 We may immediately remove and terminate the Assignment of a Temporary Worker:

- a. If you fail to pay when due any charges applicable to a Temporary Worker or an Assignment and you have not remedied this within 3 days of notice from us, or
- b. if you fail to meet your obligations under clauses 4.20 to 4.38 (ie: supervision and management; health, safety and wellbeing; and liability); or
- c. if we reasonably believe you, or any of your officers, employees, agents, contractors have engaged in any misconduct including allegations of sexual



harassment or discrimination, misrepresented the Assignment, or failed to provide safe working conditions.

4.15 Without limiting clause 4.14 or your other obligations under these Terms, you indemnify us, and our officers, employees, agents and contractors (including a Temporary Worker), from any loss, liability, damage, costs or expenses arising out of or in relation to any failure, misconduct or misrepresentation referred to in clause 4.14.

4.16 We may terminate an Assignment at any time in our discretion on the lesser of 72 hours' or the Temporary Worker's applicable notice period notice without liability to you (including in order to replace in accordance with clause 4.4, or to change your working arrangements with, a Temporary Worker).

You cancelling, postponing or terminating an Assignment

4.17 If you cancel, postpone or terminate an Assignment (regardless of whether it has commenced) you will pay to us the amount equal to the payment in lieu of notice which is the greater of 3 hours or any other amount we are required to pay a Temporary Worker including under any applicable legislation, enterprise agreement or Award, as well as all our outstanding fees and expenses.

Retention of Temporary Worker

4.18 In recognition of our business goodwill in connection with our Temporary Workers, if you (or any of your related parties):

- a. Engage any Temporary Worker; or
- b. refer any Temporary Worker to a third party who Engages the Temporary Worker (including as part of any transition of business to another recruitment agency or contractor services business),

either during or within 24 months of the date of completion of an Assignment by that Temporary Worker, you will be liable to pay us a Retention Fee in relation to that Temporary Worker as determined in accordance with the Schedule.

4.19 If a Temporary Worker is Engaged as contemplated by clause 4.18, we do not make any representation or warranty to you or any third party in relation to the Temporary Worker or the Temporary Worker's suitability for employment. You agree and acknowledge that in these cases we also do not undertake the services referred to in 3.22.

Supervision and management of our Temporary Workers

4.20 You acknowledge that you are responsible for the day-to-day care, direction, supervision and control of a Temporary Worker in the carrying out of each Assignment for you, the conditions of which the Assignment is performed, and the outcome of the tasks performed by a Temporary Worker.

4.21 You agree not to discuss fees and associated employment conditions with a Temporary Worker.

4.22 You agree to consult and communicate with us in a full, open and timely manner on all issues affecting the performance or workplace conditions of our Temporary Workers. In



particular, you will report any performance issues in relation to our Temporary Workers to us in writing so we can manage the feedback process with our Temporary Workers.

4.23 You may not change the Assignment description, hours of work or location of work or the actual or anticipated duties or the tasks carried out by a Temporary Worker unless you first advise us and receive written confirmation of approval of changes. We reserve the right to change the fees, or to remove and terminate the Assignment of a Temporary Worker, where hours, duties or location have been changed.

4.24 As the employer of the Temporary Worker we are responsible to direct a Temporary Worker to:

- a. discontinue work;
- b. leave the workplace or;
- c. terminate their Assignment.

However, we acknowledge that on some occasions (including but not limited to after-hours critical incident, misconduct, poor performance) there is reason to act swiftly. On these occasions we delegate the responsibility to direct a Temporary Worker to discontinue work and/or leave the workplace to the Client on the proviso they notify us as soon as possible on the action and the reason.

Only we can advise a Temporary Worker that their assignment has been terminated, and this will occur after discussion with the Client. Noting where the assignment is one (1) single shift, then it will be assumed the assignment is terminated.

4.25 You agree to provide a return to work/limited duty program designed by us to a Temporary Worker with restrictions resulting from occupational injuries/illnesses occurring from your premises.

Health, safety, and wellbeing of Temporary Workers

4.26 You acknowledge that you have a duty of care to provide Temporary Workers and our other employees, agents, or contractors with:

- a. A safe workplace; and
- b. A safe work system including the elimination of hazards and control of risks to health and safety as well as all site and task specific personal protective equipment; and
- c. Adequate supervision and training; and
- d. All relevant policies, procedures, and directions; and
- e. An induction to each site attended, and each piece of equipment used, by a Temporary Worker.

4.27 You must not:

- a. On hire or resupply our Temporary Workers to any other person or organisation; or



- b. Request our Temporary Workers to perform or participate in any work or use any equipment with which they are unfamiliar, or with which they are unqualified or have not received adequate training to use.

4.28 You agree to consult and communicate with us in a full, open and timely manner on all health and safety matters relevant to our Temporary Workers or any Assignment, including establishing points of contact.

4.29 You must provide us with reasonable access to the workplace and any relevant safety documentation prior to, and during an Assignment.

4.30 You must comply with reasonable requests to ensure the health and safety of Temporary Workers. You agree to promptly rectify any deficiency in the provision of a safe work environment or safe systems of work, that in our reasonable opinion would pose a threat to the safety to a Temporary Worker, or any other person.

4.31 You must notify us immediately if there is any actual or anticipated change to the tasks, system of work or risks associated with the tasks relating to an Assignment.

4.32 You acknowledge that a Temporary Worker may refuse to undertake any task they believe may place them or others at risk, or they have not been trained to perform.

4.33 If a Temporary Worker suffers an injury or is involved in an incident including bullying, harassment or discrimination that must be notified to a regulatory authority you must inform us immediately. In all other cases of injuries or safety incidents involving a Temporary Worker, you must inform us as soon as possible.

4.34 You must notify us immediately if any safety regulator issues a notice in relation to a site, or work being performed at a site, where an Assignment is being carried out.

Liability

4.35 You agree that tasks performed by a Temporary Worker under an Assignment are not Services provided by us. We are not experts in the tasks to be performed by any Temporary Worker during an Assignment and you will be responsible for all acts, errors, omissions on the part of the Temporary Worker, while on Assignment with you. We are not liable for and you indemnify us and keep us indemnified against loss or damage of any kind arising directly or indirectly from a Temporary Worker's:

- a. acts, errors, or omissions causing damage to any property (whether yours or another person's);
- b. breach of confidence or intellectual property rights;
- c. breach of professional duty; or
- d. acts, errors, or omissions causing death or personal injury to any person

while performing an Assignment with you.

4.36 You release us from and indemnify and keep us indemnified against any liability for claims arising from you taking or directing us to take, any action against a Temporary Worker that is found to be discriminatory, unfair or unlawful.



4.37 Your liability to indemnify us under clause 4.35 or 4.36 will be reduced to the extent our negligent provision of services contributed to the loss of damage.

4.38 You must have adequate insurance that covers:

- a. loss or damage to your property or the property of others and death or personal injury to others (including a Temporary Worker, and your employees, contractors, or agents); and
- b. where relevant, legal costs and claims by third parties arising from a Temporary Worker's acts, omissions, or breaches of professional duty,

and must provide to us certificates of currency or other evidence of such insurance upon request.

5. General

5.1 These general provisions apply to all Services and to each Engagement of a Candidate or Assignment of a Temporary Worker.

5.2 Either party may terminate a Services Agreement by giving the other party no less than 30 days' notice to that effect. Termination does not limit clause 5.15 and will not otherwise affect any right or obligation up to and including the date of termination (including the right to receive fees or an amount under clause 4.17).

5.3 We reserve the right to charge you interest on amounts which remain unpaid after the due date for payment. Interest will accrue daily at the Default Rate on that day, will be calculated from and including the date on which the amount becomes payable until but excluding the day of payment of that amount, and will be compounded monthly. Without limiting the above, you also indemnify us for all costs and expenses (including reasonable legal expenses and any other third-party costs) incurred by us in recovering amounts which remain unpaid after the due date.

5.4 Any Special Condition negotiated by the parties will only form part of a Services Agreement if it is recorded as a Special Condition in the Schedule that forms part of that Services Agreement.

5.5 In the case of each Engagement, the Placement Services Agreement for that Engagement represents the entire agreement between the parties in relation to that Engagement.

5.6 In the case of each Assignment, the Temporary Worker Services Agreement for that Assignment represents the entire agreement between the parties in relation to that Assignment.

5.7 A party's failure to enforce any provision of a Services Agreement will not be treated as a waiver of that provision.

5.8 If any clause in a Services Agreement is deemed invalid, illegal, or unenforceable the validity, legality and enforceability of the remaining clauses will not be affected.

5.9 All fees and expenses payable by you under a Services Agreement do not include GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) unless



stated otherwise. You must pay to us the amount of all applicable GST in addition to the fees and expenses and you must also pay any other taxes and duties that may be applicable under a Services Agreement, except where expressly included in the fee or expense.

5.10 Our liability is limited as follows:

- a. Except to the extent that applicable law provides otherwise or the express terms of a Services Agreement impose a duty or an obligation on us to the contrary, we disclaim all warranties and to the maximum extent permitted by applicable law, all conditions and warranties that would be implied (by statute, general law, custom or otherwise) in relation to the supply of goods or services by us are expressly excluded.
- b. If any condition or warranty is implied into a Services Agreement under the Australian Consumer Law or under any equivalent legislation in relation to the supply of goods or services by us, and cannot be excluded, our liability for breach of the condition or warranty is to the extent permitted by law limited to one or more of the following, at our option:
 - I. the supplying of the goods or services again; or
 - II. the payment of the cost of having the goods or services supplied again.
- c. To the extent permitted by law, we, and our officers, employees, agents and contractors (including a Candidate and a Temporary Worker) (**Our Personnel**), are not liable for, and you must indemnify us and them against, any claim, liability or loss arising out of or in connection with the provision of the Services except to the extent that such claim, liability or loss is caused by or contributed to by a breach by us or Our Personnel of a Services Agreement or by the negligence, misconduct or bad faith of us or our Personnel.
- d. The parties intend that the provisions of a Services Agreement, including the indemnities in this clause 5.10, are to apply on their terms and to the exclusion of any legislation in relation to proportional liability (including the *Civil Liability Act* 2002 (NSW) and the Australian Consumer Law).

5.11 Each indemnity or promise referred to in a Services Agreement in favour of any of our officers, employees, agents and contractors (including a Candidate or Temporary Worker), is held by us on trust for their benefit and may be enforced by them directly against you.

5.12 Neither party will be liable to the other for any indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities, or for loss of profits, loss due to business interruption, loss of data, loss of revenue, economic loss, loss of goodwill, loss of opportunity, expectation loss or loss of production.

5.13 Subject to clause 5.10 above, our liability under these Terms will be limited in the aggregate to the fees, excluding Temporary Worker wages and statutory charges, paid to us at the time of the event giving rise to the liability.

5.14 You agree to maintain the confidentiality and privacy of all information we provide you about a Candidate or Temporary Worker, whether written or verbal, including the fact that they may be looking for work, and to keep confidential the terms of each Services



Agreement and all other information that we provide to you (except to the extent that it is in or comes into the public domain other than through a breach of an obligation of confidence owed by you).

5.15 Each Services Agreement will be governed by and construed in accordance with the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

5.16 Any clauses or any other accrued rights or obligations which are expressed to, or by their nature, survive expiry or termination of a Services Agreement, will survive the expiry or termination of the Services Agreement.

Schedule

Available upon request, please contact the Business Development Manager to discuss special introductory prices for Permanent Placement Fees, Flexible Response Fees (Hourly Rate) & Retention Fees of Temporary Workers.

