

1. DEFINITIONS

- a) "Candidates" shall mean persons proposed for recruitment according to a client specification for Permanent or Contract Term of employment by the client.
- b) "Fees" include Appointment Fees, as set out in the Schedule and any other amounts payable by the Client to OzStaff.
- c) "Order" shall mean a written order accompanied by a position description requesting the recruitment of Staff in a form prescribed by OzStaff from time to time.
- d) "GST" shall mean Goods and Services Tax, as defined in the Goods and Services Tax Act 1999.
- e) "Service" means the services to be performed by Staff as specified in the Order.
- f) "Staff" means permanent or contract term staff.
- g) "Ozstaff", "us", "we " or "our" shall mean Ozstaff Holdings Pty Ltd
- h) (ABN: 27 603 140 834)
- i) "Client", "you" or "your" means the employing party identified in the Order.
- j) "Agreement" shall mean these Terms of Business for recruitment of Permanent or Contract Term staff.

2. SERVICE GUARANTEE

- a) OzStaff Pty Ltd will use all reasonable efforts to source appropriate candidates for you, based on the specifications provided by you in your Order.
- b) In order to do this we need to have the full co-operation and support of your team to
- c) ensure that the highest standards of service are maintained. A Position description is
- d) important for aligning expectations and one is expected from the client.
- e)
- f) We will:
- g) Treat all information received from you as strictly confidential.
- h) Refer only those Candidates that have been interviewed by an experienced consultant, and which we deem (in our absolute discretion) to meet the position description in the Order.
- i) Take your submission of an Order to be exclusive and valid for a minimum of 30 days unless clearly advised it is not exclusive and open only for a defined period.
- j) Never forward you Candidate details without the Candidate's full knowledge and consent, unless required by law
- k) Conduct reference checks on Candidates, based on the details provided by the Candidates, or where this is inappropriate or unavailable, advise you of such.

3. PAYMENT & INVOICING

- a) The Client must pay the amounts payable in the agreed fee structure within 14 days from the date of each invoice provided by us. Payment of the final recruitment "Standard Appointment" Fees within 14 days of offer shall validate OzStaff's replacement guarantee in respect of Candidates engaged on a permanent basis and as set out in clause 9.
- b) If the Client fails to pay any amount invoiced by the due date, OzStaff reserves the right to charge interest at the ATO's general interest rate on the unpaid amount accruing daily from the time it falls due until the date on which the amount has been paid in full and all associated costs, including any collection costs or legal fees (up to 14% of the invoice) in pursuing the bad debt.

TERMS & CONDITIONS FOR PERMANENT OR CONTRACT TERM RECRUITMENT

OzStaff Holdings Pty Ltd

ABN: 27 603 140 834

Head Office

21 Hall Street

Port Melbourne

Victoria 3207

Phone: 1300 OZSTAFF

Email: info@ozstaff.com

www.ozstaff.com

4. CONDITIONS

- a) When you place an Order for Staff with OzStaff it will mean that you have accepted these Terms of Business, including the exclusive appointment of OzStaff in respect of that Order for a minimum of 30 days from the date of the Order, or such longer time as is agreed between us.
- b) OzStaff will use its best endeavours to source Candidates to fit the position description provided with the Order.
- c) OzStaff will provide you with Candidates as soon as it is reasonably practical or within the time limit agreed by both parties.
- d) You agree to pay our Fees as per the schedule provided to you by us from time to time. By submitting an Order, you accept responsibility for payment of the Fees and all associated costs viz advertising, screening, selection, interviewing and presenting for selection of Candidates.
- e) All rates quoted are exclusive of GST.
- f) You agree to inform OzStaff in writing of changes that may impact our ability to perform our services and obligations under this Agreement to you.
- g) You agree to treat all information provided about Candidates in accordance with privacy principles as set out in the Privacy Act 1988 and its amendments.
- h) We will not discriminate on your behalf on any basis, including gender, sexual preference, ethnic origin, religious or union affiliation.
- i) Should your hiring decision be deferred, you must notify us in writing and we will cease our recruitment services as soon as practicable. In the event that the hiring decision is deferred, our Fees are payable immediately upon any Candidate referred to you by OzStaff being employed by you in any position in the ensuing 12 months from the date in which you submitted the Order.

5. CONFIDENTIALITY

- a) All information supplied by OzStaff in relation to the Candidate is confidential and must not be disclosed by the Client to a third party without the written consent of OzStaff. This includes information provided to the Client in any form (including written and electronic) and by any means (including during any conversations with the Client).

6. INDEMNITY AND LIABILITY

- a) OzStaff is not liable under any circumstances for any losses or damage suffered by the Client arising out or in connection with an introduction of a Candidate to the Client, the employment of a Candidate by a Client or any act, error or omission of the Staff, the Client or its personnel.
- b) OzStaff is not liable for any failure by the Client to offer a position to, or employ, a Candidate.
- c) The Client is responsible for, and indemnifies OzStaff against, any liability arising from an act, error or omission of a Candidate employed by the Client, be they willful, negligent or otherwise.
- d) The Client acknowledges that it is solely liable for any claim made by a Candidate employed by the Client, in relation to the Candidate's employment, including but not limited to, remuneration, leave entitlements, termination, redundancy, superannuation and workers' compensation payments.
- e) To the extent that it cannot exclude its liability, OzStaff's liability for any loss or damage is limited to the supplying of the relevant services again.

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7. SUITABILITY OF CANDIDATE

- a) OzStaff will endeavour to ensure suitability of Candidates introduced to the Client, but will not be responsible or liable for any Candidates that the Client deems unsuitable.
- b) The Client acknowledges that introductions are made based on information provided to the Company by the Candidate (and their referees) and the Company is not responsible for any errors, omissions or incorrect conclusions as result of this information being incorrect.
- c) It is the Client's responsibility to satisfy themselves that the Candidate is suitable for the position description, with respect to employment history, work rights and any other necessary information.

8. PLACEMENT FEES AND CHARGES

Placement fees will be charges as prescribed in the Fee schedule.

- a) The Client will be charged an Appointment Fee after a Candidate has accepted employment with the Client, which will be payable immediately, or within the credit terms extended.
- b) In reference to the Standard Appointment Fee, if the Client cancels the Order after Ozstaff has provided the Client with a shortlist of Candidates for the position, the Client must pay OzStaff a cancellation fee of 25% of the Appointment Fee that OzStaff reasonably considers would have been payable in respect of the position had a Candidate accepted an employment offer by the Client.
- c) Annual gross remuneration, which includes Superannuation, is based on the amount the Candidate is entitled to receive during the first 12 months of their employment with the Client, and includes all taxable items. Motor vehicles will be taken to be equivalent to \$15,000 in remuneration.
- d) If the Client terminates the employment of a Candidate after the Candidate has accepted an offer of employment in writing, the Appointment Fee is not refundable.

9. REPLACEMENT GUARANTEE

With the exception of temporary or contract staff appointed to a permanent role, all Permanent placements are covered by a guarantee. Should a Candidate you have recruited through OzStaff leave your organisation within 12 weeks of their commencement date, OzStaff will endeavour to supply a one off replacement for no extra fee. This replacement guarantee only applies when our Fees have been paid in accordance with the payment terms or within fourteen (14) days of the date of invoice, we have been notified within 24 hours of the occurrence of a termination and, providing the termination is for reasons other than retrenchment, change of job description, structural changes or working conditions.

10. ADVERTISING

OzStaff Pty Ltd provides a recruitment advertising service, which can be requested by the Client as an additional service in the Order. All advertising accounts are payable within 7 days of invoice. If, as part of the Order, OzStaff has arranged to advertise for a position and the Client requests OzStaff to cancel the advertisement, the Client will be liable for the costs incurred in cancelling the advertisement.

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AGREEMENT.

CLIENTS REPRESENTATIVE

I agree to the Terms and Conditions contained within this document for the supply of OzStaff's services.
I further agree to provide details for credit to OzStaff.

CLIENTS REPRESENTATIVE

Signature:

Name:

Position:

Company:

Date:/...../20.....

OZSTAFF REPRESENTATIVE

Signature:

Name:

Position:

Company:

Date:/...../20.....

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Ozstaff Holdings Pty Ltd (OzStaff) - Privacy Policy

OzStaff Holdings Pty Ltd (Or OzStaff or "We") is committed to protecting the privacy of the personal information we collect from you as you use our Web sites (the "Site"). The scope of our commitment is detailed in this Privacy Policy. By submitting information, you agree to OzStaff using such information as described herein.

What personal information will be collected?

OzStaff collects personal information in certain areas of the Site when users register, apply for employment or respond to e-mails. The personal information collected may include current and past employment details, qualifications, titles, mailing addresses, e-mail addresses, and telephone and fax numbers.

How may my personal information be used?

OzStaff uses your personal information to analyse and process job opportunities on your behalf. The e-mail addresses provided at registration allow us to communicate with you in respect of job opportunities based on the areas of interest indicated in your application for employment.

We may also use your personal information to send you direct marketing about our products or services, deals and promotions; conducting customer surveys; managing our relationship with you and monitoring how you interact with us on our Site or other contact points

Is my personal information disclosed to third parties?

OzStaff will not intentionally disclose (and will take reasonable steps to prevent the accidental disclosure of) your personal information to any third party (i.e. persons or entities that are not affiliates of OzStaff), subject to the following exceptions.

We may disclose your personal information to third parties as required or permitted by the laws, rules, and regulations of any nation, state, or other applicable jurisdiction. Also we may disclose your personal information to third parties that deliver information from us to you for the purpose of performing such delivery. We may disclose your personal information if, in connection with submitting the information, you consent to such disclosure.

How can I access, change, and/or delete my personal information?

You may access, correct, update, and/or delete any personal information that you submitted to the Site. You may also unsubscribe from mailing lists or any registrations on the Site. To do so, please send an email to info@ozstaff.com or call our office directly.

Changes to our Privacy & Credit Reporting Policy

We may need to change this privacy policy from time to time. When we do amend it, the changes will be effective immediately upon being made public on our Site. We will use reasonable measures to notify you of any relevant changes to this privacy policy, but please be aware that it is your responsibility to review our privacy policy regularly and make sure you keep up to date with any changes.

Security Levels

OzStaff has implemented generally accepted standards of technology and operational security to protect personal information from loss, misuse, alteration, or destruction. Only authorised OzStaff personnel and the employers to whom we have submitted your employment application are provided access to your personal information. All these parties are required to treat your information as confidential. Despite these precautions we cannot guarantee the security of your personal information.

What do you consent to? You consent to the collection, use, and storage of your information in the manner described in this Privacy Policy and elsewhere on the Site. We reserve the right to make changes to this Privacy Policy from time to time. Any such changes can be viewed on the Site.

How to contact OzStaff?

If you have a question or want to make a complaint about how we handle your personal information, please contact us using the details below. We will review all queries and complaints received and will respond to each query/complaint upon due consideration (which may require further information from you). We will, where reasonably possible, take steps to investigate and resolve complaints within 30 days. If we need more time, we will notify you about the reasons for the delay and seek to agree a longer period with you (if you do not agree, we may not be able to resolve your complaint). If we cannot resolve a complaint related to your personal information, you may contact the Office of the Australian Information Commissioner directly

If you have any questions about our Privacy Policy, please email us at privacy@ozstaff.com

OZSTAFF PRIVACY POLICY

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