

TERMS OF BUSINESS

Below are the Terms of Business for the introduction of permanent or fixed term staff by BloomingHR (ABN 75 653 918 913) (trading as BloomingTalent).

BloomingTalent is a provider of recruitment services and is a division of BloomingHR.

1. ACCEPTANCE OF TERMS AND CONDITIONS

The following Terms of Business are applicable when BloomingTalent introduces any candidate for employment, or a candidate is interviewed or engaged that has been introduced by us. This includes when the Client/Employer has passed to any other person or organisation the personal information pertaining to a candidate introduced by us.

2. ENGAGEMENT OF CANDIDATES

You must notify us immediately when a candidate who we have introduced to your organisation accepts an engagement with you or another person or organisation you have forwarded the candidate to. Once you agree to engage a candidate introduced by us for any position within your organisation, whether as an employer or in any other capacity, within twelve months of the initial introduction, you agree to pay us an amount calculated in accordance with the fee schedule outlined in these Terms.

3. ONWARD REFERRAL

Introductions are confidential. Should an introduction result in the engagement of a candidate either as an employee or in any other capacity to any other associated company or employer, you will be liable to pay us a fee in accordance with the fee schedule outlined in these Terms.

4. PERMANENT AND CONTRACT FEE

The fees payable to us are outlined in the table below. Our fees are calculated on the annualised base salary only. Fees for part time or fixed term contracts that are under one year will be prorated.

*Roles up to \$79,999	*Roles \$80,000-\$149,999	*\$150,000+
10% + gst	11% + gst	12.5%

A minimum of \$4,500 (plus GST) will apply to any placement.

5. FIXED TERM FEES

The fee for fixed term contracts will be calculated as a percentage of the annualised salary. For example, the fee for a 9-month fixed term contract with an annualised base salary of \$100,000 would be $\$100,000 \times 11\% = \$11,000 / 12 \times 9 = \$8,250 + \text{GST}$.

Should a fixed term contract be extended, the Client must inform BloomingTalent and will be obligated to pay the remaining fee up to the annualised salary or 12 months.

6. PAYMENT TERMS

All invoices to be paid by the Client within 14 days of the invoice date.

In the event of non-payment of its fees, BloomingTalent reserves the right to pass on and collect any fees or charges incurred in the collection of the outstanding debt including any legal or collection agency costs.

Invoices must be paid within the terms for the replacement guarantee to be accepted.

We reserve the right to charge 50% of the fee if work is undertaken by us on an assignment that is subsequently withdrawn or cancelled after a short-list of candidates has been presented to you. We may also recover advertising costs should a role be withdrawn or cancelled at any stage.

7. RETAINED SEARCH ASSIGNMENTS

BloomingTalent also undertakes retained search assignments and we will provide a customised recruitment and fee schedule for those assignments. This is generally 1/3 on commencement, 1/3 on presentation of shortlist and 1/3 on signed contract.

8. SEARCH AS AN EXCLUSIVE SERVICE

BloomingTalent can also provide "search" and "sourcing" as a specialised service at a fixed cost. On being given a job brief, BloomingTalent will search for relevant profiles and provide a short-list of candidates to you. These candidates can then be contacted directly by you and screened for the role. The fee for this service is \$2,500 + GST for 15 profiles.

9. ADVERTISING COSTS

Advertising costs on all internet job boards are included in the fees. Advertising in print media and with FACS will be charged in addition to the placement fee.

10. REPLACEMENT GUARANTEE

10.1 Permanent guarantee

If a candidate you have recruited through us leaves your employ within 3 months from the date of commencement, we will redo the recruitment process thoroughly to find a replacement free of charge.

10.2 Fixed term assignment guarantee

For fixed term assignments, we will apply the permanent guarantee period on a pro-rata basis by applying the following formula:

Length of term (in months) / 12 months' x 3 months = guarantee period

For example, for a fixed term contractor engaged for a four-month period, the applicable guarantee period in which we would provide a free replacement would be one-month ie $4 / 12 \times 3 = 1$ month

10.3 Guarantee terms

The replacement guarantee only applies when our fee has been paid within the agreed payment terms and we have been notified in writing within 7 days of the occurrence of a termination; and

Providing the termination is for reasons other than redundancy/restructure or any change in the original job specification provided to us at the time of the appointment.

No guarantee period is applicable to a replacement candidate.

We reserve the right not to replace the candidate in the event of employer misconduct including any of the following substantiated allegations: workplace bullying, harassment, discrimination, unfair dismissal, not providing safe working conditions or misrepresentation of position.

If the Client does not require the position to be filled at that time, then BloomingTalent will provide a credit note. The credit note will remain valid for 6 months from the date it is raised.

11. RE-ENGAGEMENT

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 12 calendar months from the date of termination, a full fee in accordance with paragraph 4 and 5 becomes payable.

12. SUITABILITY OF CANDIDATES

Whilst we make every reasonable effort to ensure the suitability of candidates, we do not accept liability for any loss, expense, damage or delay arising in connection with a candidate irrespective of how they are caused and for any indirect or consequential loss or damage resulting from a breach of contract, tort or otherwise however arising.

We will complete 2 professional reference checks as supplied by the candidate and validate employment in relation to those two references.

We will also check right to work in Australia.

Unless expressly asked, we do not undertake criminal history checks, right to work with children checks or medical history checks. We can do this for an additional fee.

We do not validate the authenticity of qualifications, certificates and licenses. We can site originals however due to privacy reasons we cannot qualify authenticity with relevant institutions.

It is recommended that the Client satisfies themselves in regard to the candidates' integrity, qualifications, suitability and where relevant medical condition.

The final recruitment decision rests with you and you will indemnify and hold us harmless against all liability, loss, claims, fines, penalties and damage arising out of or in connection with this Agreement or any act of omission of any candidate.

BloomingTalent will not solicit or approach any candidate placed by us with a Client for a period of at least 12 months. However, this does not preclude us dealing with a candidate who directly approaches us.

13. GOVERNING LAW

The Agreement and the supply of the services will be governed and construed in accordance with the laws of the State or Territory in which this Agreement is entered into and the parties hereby agree to submit to the exclusive jurisdiction of a competent court in that State or Territory of Australia.

14. WAIVER

No express or implied waiver by us of any term of this Agreement will constitute a waiver unless in writing and signed.