



TERMS OF BUSINESS

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

BloomingTalent is a provider of recruitment services and is a division of Blooming HR.

The following Terms of Business are applicable when BloomingTalent introduces either by mail, telephone or e-mail any candidate for employment.

1. ACCEPTANCE OF TERMS AND CONDITIONS

The Client/Employer accepts these Terms when a candidate's personal details are received, 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, even if the introduction is made indirectly, 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 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 FULL TIME AND PART TIME FEES

The fee payable to us will be calculated as a percentage of the candidate's annualised BASE salary (plus GST) as outlined in the table below.

When a placement is part-time, the salary will be equated to the full-time equivalent and the fee shall be charged on that salary.



Up to \$149,999	11%
\$150,000 plus	12%

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.

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

7. RETAINED SEARCH ASSIGNMENTS

BloomingTalent also undertakes retained search assignments and we will provide a customised recruitment and fee schedule for those assignments.

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. (Maximum 15 profiles). These candidates can then be contacted directly by you and screened for the role. The fees for this service will be agreed upon at the time of discussion.



9. OVERSEAS RECRUITMENT

Candidates sourced from overseas will have an additional fee based on the sourcing and selection strategy decided between BloomingTalent and the Client.

The additional costs will be agreed upon prior to BloomingTalent undertaking the assignment.

10. ADVERTISING COSTS

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

11. REPLACEMENT GUARANTEE

11.1 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.

11.2 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

11.3 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 12 months from the date it is raised.

12. 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 or 5 becomes payable.

13. 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.

We will not however undertake Police Checks, Right to Work with Children Checks or validate qualifications unless specifically requested by the Client. You will need to satisfy yourself as to the candidates integrity, qualifications, suitability and where relevant medical condition.

The final recruitment decision resets 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.

14. 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.



15. WAIVER

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

16. ACCEPTANCE

Signed for and on behalf of BloomingTalent:

Signature:

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Title:Principal.....

Name in full:Natalie Carrington.....

Date:

Signed for and on behalf of "Client":

Signature:

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Title:

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Name in full:

Date: