

# Terms of Business

## Terms of Business between iPeople and the Client

### General Provisions

#### 1.0 INTERPRETATIONS

“Client” means any person or body to which iPeople provides services.

“Assignment” means the on-hire placement of one or more of our Workers to perform work at your premises or anywhere else as specified by you.

“Candidate” includes a Person or corporation that has been Introduced by Us to You for the purpose of Employment with You;

“Employ” and “Employment” includes employ in a traditional sense as an employee and a person engaged to work as an independent contractor;

“Guarantee” means the matters described as such under clause 7.2

“Introduction” means the provision by Us to You of a Candidate’s or Worker’s identity and/or details.

“Penalty Interest Rate” means the rate specified from time to time under section 2 of the Penalty Interest Rates Act 1983.

“Person” includes a natural person, a corporation, a firm, a body corporate or an unincorporated association;

“Replacement Guarantee” means the matters described as such under clause 9.2;

“Tax Invoice” means a tax invoice as defined under A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“We”, “Us”, “Our” means iPeople and/or any subsidiaries or associates of Arnold Group Australia Pty Ltd, ACN 007 041 358.

“Worker” means any Person who has sought or obtained placement by Us on a temporary (on-hire) assignment basis;

“You”, “Your” and “Yours” means the party identified as the Client in the heading of these Terms of Business and includes a Person who enjoys the benefit of services supplied by Us including any subsidiaries or associates thereof;

#### 2.0 PARTIES

These Terms of Business are between Us and You.

#### 3.0 APPLICATION OF THESE TERMS OF BUSINESS

3.1 Whichever of the following occurs first in time, shall be deemed to constitute an acceptance by You of these Terms of Business, the fee structure, Guarantee and all the conditions herein:

A Placement of a job order for permanent staff with Us;

B If You interview a Candidate for Employment, or Employ a Candidate, hire a Candidate or if You on-refer that Candidate to a third party who then Employs or hires that Candidate.

C If you or a third party to whom You on-refer a Worker hires of a Worker.

3.2 These Terms of Business continue to remain in force for all future Candidates, Workers and in all other respects, until they have been validly terminated or varied pursuant to these Terms of Business (excepting that some clauses will survive the termination of this Agreement).

#### 4.0 VARIATIONS OF TERMS AND CONDITIONS

4.1 Subject to clause 4.2, from time to time We may unilaterally make changes to these Terms of Business (“Variation”).

4.2 We must notify You of the Variation (“Notice”).

4.3 Any Variation will apply to You with respect to a Candidate if, at, or before, the time of Introduction We give You a copy of the changed Terms of Business and in all other respects, will apply to You from the date You receive Notice.

#### 5.0 INTEREST AND COLLECTION OF FEES

5.1 You must pay interest at the rate of 2% above the Penalty Interest Rate on any payment not made on time and in accordance with these Terms of Business.

5.2 Outstanding debtors who fail to respond to reasonable requests for action by iPeople for payment of the amounts owing shall be referred to a commercial agent for further action as considered appropriate, such action will incur an additional cost that are payable by You.



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## Permanent Staff

### 6.0 FEES

- 6.1 The fees payable to Us by You are in accordance with and are payable in the manner set out in these Terms of Business and in Schedule A attached to these Terms of Business. Our fees are provided on a GST exclusive basis and GST must be paid in addition to our fees at the same time and in the same manner as our fees.
- 6.2 Subject to clauses 6.13 to 6.15 inclusive, full fees will be charged in accordance with the attached Schedule A for any Candidate engaged by You as a consequence of, or resulting from, an application to Us by You, regardless of whether the Introduction was made directly or indirectly by Us ("Permanent Placement Fees"). This shall apply for a period of twelve (12) months from the date of the initial Introduction. You must not directly or indirectly communicate with a Candidate without our express written consent except where permitted by these Terms of Business.
- 6.3 Our fees will be invoiced within seven (7) days of acceptance by You of a Candidate or otherwise in accordance with clause 6.4 and are payable within fourteen (14) days of presentation of Our invoice to You for Our fees.
- 6.4 We will issue You with a Tax Invoice within seven (7) days of being notified of the matters referred to in clauses 6.2, 6.8, 6.9, 6.10 and/or within seven (7) days of Us becoming otherwise aware of such matters.
- 6.5 Permanent Placement Fees are calculated as a percentage of the total salary package paid in the first year of Employment. The total salary package includes wages, superannuation, A minimum of \$3,000.00 will apply.
- 6.6 If You want to arrange for specific advertising, medical checks, police checks or other special services of a similar nature to be provided by Us to You, in addition to Our fees, You will pay all costs associated with those services within fourteen (14) days of the date We invoice You for those special services whether or not You Employ a Candidate.
- 6.7 Advertising fees and charges are payable within fourteen (14) days from the date We invoice You and cancellations will be accepted only if given in time to claim a full refund from the press. All related artwork and production charges are payable by You.
- 6.8 The Introduction of a Candidate is Confidential. The passing of an Introduction of a Candidate to a third party by You renders You liable to payment in accordance with clause 6.9 or 6.10, whichever is applicable.
- 6.9 If a Candidate is Introduced to You and is subsequently directly Employed by You or by a third party to whom You have on-referred that Candidate, you must tell Us of that fact and provide Us with full details of the remuneration package agreed to with that Candidate within seven (7) days of the commencement of the Employment of the Candidate. In such case, Our usual guarantee period does not apply.
- 6.10 If a Candidate is Introduced to You by Us and is subsequently directly offered a temporary position by You or by a third party to whom You have on-referred that Candidate, You are liable to pay Our usual fees for these Workers and in the usual manner that such fees are payable in accordance with these Terms of Business. In such case, clauses 9.1, 9.3, 9.4, 10 and 11 shall apply and with respect to a third party, shall apply as if that Candidate was on Assignment with You. You must inform Us within seven (7) days of the Worker reporting for duty with You or the third party.
- 6.11 If an offer of Employment has been made in writing by You, has been accepted by the Candidate but is subsequently withdrawn prior to the Candidate commencing Employment with You for whatever reason through no fault of the Candidate, then You will be liable to pay our Permanent Placement Fees.
- 6.12 Where, at Your request, You exclusively retain Us for the purpose of seeking Candidates ("Exclusive Retainer"), Our fees include all work performed by Us as part of the Exclusive Retainer until such time as You terminate the Exclusive Retainer. Such fees are payable as follows:
- A One third of the total estimated fee upon Our acceptance of the Assignment;
  - B One third of the total estimated fee upon presentation of the short listed Candidates;
  - C The balance of the actual Permanent Placement Fee is payable on the date that a Candidate accepts an offer of Employment by You.
- 6.13 Where a Candidate is Employed by You for a fixed contract period and that contract period is less than twelve (12) months, a proportionate amount of the Permanent Placement Fee based on the contract period shall be due and owing. For example: If a contract is for three (3) months, a quarter of the Permanent Placement Fee shall apply; where the contract is six (6) months half of the Permanent Placement Fee shall apply.
- 6.14 Where You have agreed, in writing, to place the permanent recruitment brief with us exclusively for a period of not less than four (4) weeks, a Discount on the Permanent Placement Fees will apply in accordance with the attached Schedule A ("Exclusivity Discount").
- 6.15 Where You Employ 3 or more Candidates simultaneously for the same position and in the same business unit, a Discount on the Permanent Placement Fees will apply in accordance with the attached Schedule A ("Volume Discount")



## 7.0 OUR WARRANTIES, GUARANTEES AND DISCLAIMERS

- 7.1 Testing and reference checking are carried out as far as practical. We agree to make every reasonable effort to ensure the suitability of applicants on behalf of You but We provide no warranties in respect of the Candidate's skills or experience or in respect to external reports or assessments relating to the Candidate and, We do not accept responsibility for any claim, error, loss, expense, damage or delay, or injury of whatsoever nature or kind, however occasioned, whether by Our negligence, the negligence of a third party or the negligence of one of Our Employees, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect to the services provided under these Terms of Business or arising out of or in relation to a Candidate.
- 7.2 Subject to clauses 7.3, 7.4 and 7.5, should the Candidate leave Your Employ for any reason other than retrenchment or a change in Your requirements or circumstances within 26 weeks from the date the Candidate commences Employment with You, ("Guarantee Period"), We will, free of charge, either:
- A Replace that Candidate with a Candidate fitting the same position description and conditions of Employment ("Replacement"); or
  - B Subject to clause 7.3 Credit the placement for any other position of a similar value for a period of twelve (12) months from the date of termination of the Employment ("Replacement Credit").
  - C Notwithstanding any clause of these Terms of Business no rebate of fees will be given; collectively ("Guarantee").
- 7.3 If, after exclusively being given a reasonable period of time (of at least 4 weeks) to successfully find a suitable Replacement, We are unable to find a suitable Replacement, Refund or a Replacement Credit will be issued as follows:
- 0-12 weeks 100% of the prescribed fee
  - 13-18 weeks 75% of the prescribed fee
  - 19-26 weeks 50% of the prescribed fee
- 7.4 The Guarantee applies if You have provided full payment of Our fees in accordance with these Terms of Business and notifies Us in writing of the termination within fourteen (14) days of its occurrence.
- 7.5 Clauses 7.2 to 7.4 do not apply to a Temporary to Permanent Candidate.
- 7.6 For the avoidance of doubt, the Guarantee is only available once in respect of each Permanent Placement.

## Temporary Staff

### 8.0 FEES AND RATES

- 8.1 The Client agrees to directly pay Us Our hourly charges advised at the time of booking of the Worker for all hours actually worked by each Worker.
- These charges will be invoiced weekly and are payable within fourteen (14) days from the date of the invoice. All charges are quoted on a gst m exclusive basis and gst must be paid in addition to our charges at the same time and in the same manner as those charges. You will not pay the Worker directly and you must not directly communicate with a Worker without Our prior express written consent except as permitted by these Terms of Business.
- 8.2 Our charges are based on the information recorded on timesheets which must be accurate, checked and signed by You and submitted by You to Us promptly.
- 8.3 A reduced Permanent Placement Fee based on the gross annual salary, including wages, superannuation in accordance with Schedule A is payable by You should a Worker be Employed by You as a Permanent Employee within a period of twelve (12) months from the completion of the Worker's last Assignment with You. Our guarantee period is not applicable in this instance.
- 8.4 In the event that a Worker is directly subsequently Employed by You as a Permanent Employee or Employed by a third party as a result of the Worker being introduced to the third party by You within a period of twelve (12) months from the completion of the Worker's last Assignment with You, You will be liable to pay the Permanent Placement Fee. Our usual guarantee period is not applicable in this instance.
- 8.5 In the event that You re-hire a Worker directly or on-refer the Worker for a temporary position to a third party within a period of twelve (12) months from the completion of the Worker's last Assignment with You, You agree to pay Us the normal rates for the engagement of on-hire staff and in the usual manner that such fees are payable in accordance with these Terms of Business. In such case, clauses 9.1, 9.3, 9.4, 10 and 11 shall apply and with respect to a third party, shall apply as if the Worker was on Assignment with you.
- 8.6 The Introduction of a Worker is Confidential. The passing of an Introduction of a Worker by You to a third party renders You liable to payment in accordance with paragraph 8.4 or 8.5, whichever is applicable.
- 8.7 If any of the circumstances referred to in clause 8.4 or 8.5 occur, You must tell Us of that fact and provide Us with full details of the hire or Employment within seven (7) days of the commencement of hire or Employment.



8.8 The Company will issue You with a Tax Invoice within seven (7) days of being notified of the matters referred to in paragraph 8.4 or 8.5 or within seven (7) days of Us becoming otherwise aware of such matters..

8.9 Where a Person is Introduced to You by Us as a Worker and is subsequently re-Introduced by Us to You as a Candidate, then for the purpose of these Terms of Business, that Person will be regarded as a Candidate.

#### 9.0 GUARANTEES, WARRANTIES AND ACKNOWLEDGMENTS

9.1 The Client acknowledges that We are not performing the services required of Our Workers, but are instead the supplier of Our Workers, at Your request, to perform the work that You have requested.

9.2 Every effort is made by Us to give satisfaction to You by ensuring a reasonable standard of skill, integrity and reliability of Our Workers but We provide no warranty in respect to the Worker's skills or experience or in respect of external reports or assessments relating to the Worker, and We do not accept responsibility for any claim, error, loss, expense, damage, delay or injury of whatsoever nature or kind, however occasioned, whether by You, Our negligence, the negligence of a third party or the negligence of one of Our Employees, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these Terms of Business. Should You be dissatisfied with the performance of any Worker, You will not be charged and We will endeavour to replace the Worker within forty-eight (48) hours of receiving notice from You of Your dissatisfaction, provided such notification is provided to Us within the first five (5) days of the Assignment ("Replacement Guarantee").

9.3 The Client acknowledges that the Worker is Our Employee and whilst the Worker is on Assignment with You, You will be responsible for the supervision of the Worker for the duration of the Assignment in a manner consistent with Our obligations to Our Employees. For the avoidance of doubt, Our obligations include Our obligations under all statutes, laws, by-laws and legal requirements to which We are ordinarily subject in respect to our Employees, including any relevant Awards that may apply to the Worker, that apply to the State in which the Worker is to perform the duties requested by You.

9.4 Workers provided by Us to You are deemed to be under the direction and control of You from the time the Worker reports to take up duties at Your premises or at the premises specified by You and for the duration of the Assignment and You agree to be responsible for all acts, errors or omissions be they wilful, negligent or otherwise as though the Worker was Employed by You and You will, in all respects, comply with all statutes, laws, by-laws and legal requirements to which You are ordinarily subject in respect of Your own staff, including any relevant Awards that may apply to the Worker, that apply to the State in which the Worker is to perform the duties requested by You.

#### 10.0 TERMINATION OF ASSIGNMENT

10.1 Subject to clause 10.2 and 10.3, You can terminate an Assignment under these Terms of Business, prior to the scheduled commencement of the Assignment.

10.2 If you or the third party terminates an Assignment in accordance with clause 10.1, You agree that You will indemnify Us for any liability, damages, compensation, expenses, or costs that We may incur as a result of any proceedings which may be commenced or claims that may be made by the Worker arising out of, or in any way whatsoever related to the termination of the Assignment.

10.3 You will be liable to pay for the minimum booking of four (4) hours if You terminate an Assignment without providing Us with sufficient time for Us to advise the Worker of the cancellation.

#### 11.0 HEALTH AND SAFETY AND EQUAL OPPORTUNITY

11.1 You will comply with your obligations to the Worker pursuant to all relevant laws and legislation, including the laws and legislation relating to workplace occupational health and safety, anti-discrimination, equal opportunity, harassment and bullying, that apply to the State in which the Worker is to perform the duties requested by You. ("Relevant Laws").

11.2 You agree to be responsible for Our obligations to Our Workers arising from the Relevant Laws to the workers as though the Worker was Employed by You whilst the Worker is on Assignment with You.

11.3 Without limiting clauses 11.1 and 11.2, you will:

A Provide the Worker with induction, training and safety consumables (PPE) where appropriate on the commencement of the Assignment and must advise Us if the Assignment requirements change at any time during the Assignment;

B Promptly inform the Worker and Us of any unusual workplace risk or practice or of any change in the site or safety conditions that may present a hazard to the Worker;

C Promptly forward to Us a written notification of any workplace incident that may give rise to a claim by, or against, or involving the Worker;

D Assist where practicable with the rehabilitation of the Worker by way of providing such Worker, through Us, with suitable work (including light duties) once such Worker is able to return to work if the Worker suffers an injury that is compensable under any law relating to workers' compensation or occupational health and safety which arises out of, or in any way in relation to the Assignment; and

E Provide the Worker with a working environment which is free from all forms of discrimination, harassment and bullying.

11.4 You agree that You will indemnify Us for any liability, damages, compensation, expense, or



costs that we may incur as a result of any proceedings which may be commenced, or claims which may be made by the Worker arising out of, or in any way, in relation to the Assignment.

## Presumption

### 12.0 PRESUMPTIONS

12.1 For the purpose of these Terms of Business, where We Introduce a Worker and/or Candidate to You and such a Worker and/or Candidate is subsequently Employed or hired by You or by a third party known to You or in anyway associated with You, within a period of 12 months from the date of the initial Introduction, except in accordance with these Terms of Business, You will be deemed to have breached these Terms of Business.

12.2 For the purpose of these Terms of Business, if You fail to notify Us within 24 hours of Us Introducing a Candidate and/or Worker to You, then such a Candidate and/or Worker will be deemed to have been Introduced to You by Us.

## Other Services

### 13.0 PROVISION OF OTHER SERVICES

13.1 The Company may provide services to You, at Your request which:

- A Exclude the services referred to in clause 5 to 11 inclusive;
- B Are inclusive of, but not limited to, the services described in Schedule B ("Other Services").

13.2 The fees for Other Services are charged at an hourly rate in accordance with the attached Schedule B. These fees will be invoiced weekly and are payable within fourteen (14) days from the date of the Invoice. Our specified fees are exclusive of GST and GST must be paid in addition to Our fees at the same time and in the same manner as Our fees.

## Termination And Breach

### 14.0 TERMINATION AND BREACH

14.1 We can terminate this Agreement without notice and without incurring any liability to You for reasons that include, but are not limited to:

- A Any breach by You of these Terms of Business; or
- B Your failure to pay any amounts outstanding to Us from time to time.

14.2 Subject to any clause in these Terms of Business, either party can terminate these Terms of Business by giving two (2) Weeks notice in writing to the other party.

14.3 Notwithstanding clauses 14.1 and 14.2, If this agreement is terminated, You continue to be liable for any and all outstanding fees.

### 15.0 SEVERANCE

If a clause of these Terms of Business is declared to be invalid, unenforceable, illegal or contrary to public policy, such invalidity, unenforceability or illegality will vitiate that clause only, and that clause will be deemed to be deleted or modified to the extent necessary to render the remainder of the clause valid or enforceable, and will not otherwise in any way vitiate any other clause of these Terms of Business.

### 16.0 JURISDICTION

These Terms of Business are governed by the laws of Victoria and submit to the exclusive jurisdiction of the court of Victoria.

