

Terms and Conditions of business for the introduction of contractors.

At IT Matters we endeavour to introduce Applicants that are suitable for our Client's vacancies. The responsibility for choosing to engage an Applicant rests entirely with our Clients, who must advise us immediately of any dissatisfaction with an Applicant. For your protection, it is imperative that you monitor the suitability of an Applicant in the first few days of engagement, as once you have signed a timesheet and we have paid the Applicant we cannot entertain any claim of unsuitability. Because the bulk of our invoices fund the payroll of your Applicant it is necessary for you to pay our invoice promptly.

1. In these terms and conditions of business:- "IT Matters" means IT Matters Recruitment Services Pty Ltd. "Client" means that person, firm, company, authority or organisation to whom an Applicant ("Applicant" means a person who is available for engagement by the Client as a Contractor) is introduced by IT Matters ("introduced" includes notifying the Client that an Applicant is available for engagement by the client).
2. These terms apply, unless otherwise agreed in writing, to the exclusion of and shall prevail over all and any other terms. No variation shall be made to these terms without the prior written consent of a director of IT Matters and, unless otherwise agreed in writing, these terms apply on and from the date of the engagement of IT Matters in any manner whatsoever for and on behalf of the Client. In the absence of these or any alternative terms presented or signed, these terms and conditions will apply.
3. Introductions are confidential and personal to each Client. The interviewing or engagement or use in whatever capacity by the Client (or by any third party as a result of an introduction by the Client) of an Applicant introduced by IT Matters constitutes acceptance of these terms by the Client.
4. The Client shall notify IT Matters in writing immediately upon engaging any Applicant introduced by us (or upon the engagement of an Applicant by any third party as a result of an introduction of such Applicant by the Client to the third party) and shall provide IT Matters immediately on request with such information as IT Matters may require to enable it to calculate any fees or other charges.
5. If within 12 months of an Applicant's introduction by IT Matters to the Client, or termination of an Applicant's engagement as a Contractor with the Client through IT Matters, (whichever is the later), the Client (or any third party) wishes to engage in any capacity, other than through IT Matters, any Applicant introduced by IT Matters, to the Client (or introduced by the Client to the third party), then the Client shall pay a fee calculated as if it were the fee payable on the introduction of a Permanent Worker). If the client is unwilling to divulge the details of the total salary package or fails to notify IT Matters of the engagement, then IT Matters shall charge a fee based on the salary it considers applicable in the circumstances, or in the case of an ex-Contractor the salary will be calculated by using the hourly rate last billed by IT Matters for that Applicant multiplied by 1680 (based on 35 hours per week for 48 weeks) which ever is the greater.
6. IT Matters asks all Applicants for details of their qualifications and experience. Whilst IT Matters endeavours to give satisfaction to its Clients by providing suitable Applicants, it is for the Client to verify the authenticity and accuracy of references and qualifications and to satisfy itself as to the suitability of any Applicant introduced by IT Matters for any particular job or position and their ability to operate any equipment and/or machinery. The Client shall be responsible for obtaining any work and other permits and ensuring that an Applicant satisfies any medical requirements or other qualifications.

- By reason of the human element involved, to the extent permitted by law, IT Matters shall not be liable for any damage to property, costs, expenses, delay or any other direct or indirect loss (including loss of profits or other consequential loss) howsoever caused arising from any failure to provide Applicants or staff or the non-attendance of Applicants or staff at any time or the negligence, misconduct or lack of skill of any Applicant introduced by IT Matters to the Client.
7. These terms and conditions shall be governed by the law of the state where the Applicant is engaged and the parties submit to the jurisdiction of the Courts of that State.
 8. The relationship between the Client and the Applicant will be a relationship of Client and Contractor. Under no circumstances should the relationship be implied as one of employer and employee. If the Client wishes to offer the permanent employment, then clause 4 and the terms and conditions on the reverse side of this sheet, will apply.
 9. The Client shall pay the hourly charges of IT Matters ("Hourly Charges") as notified to the Client for all hours worked by the Applicant and shall promptly sign weekly timesheets, enabling the Contractor to forward them immediately to IT Matters. Failure to sign or forward timesheets will not preclude IT Matters from charging in full for time worked by the Contractor calculated as IT Matters shall consider appropriate. Travelling, hotel or other expenses as may be agreed will be itemised on any I T Matters invoice in addition to the Hourly Charges. Pre-approved travelling, hotel or other expenses as may be agreed will be itemised on any IT Matters invoice in addition to the Hourly Charges.
 10. IT Matters may vary the agreed Hourly Charges upon mutual agreement of all parties concerned, if the nature of the assignment changes.
 11. The Hourly Charges are subject to any Government imposed taxes and charges during the term of this agreement.
 12. The Hourly Charges will be increased to overtime rates as agreed for each booking, but in any event if overtime is applicable, it will be charged and paid in the same ratio as normal rates. (e.g. if the Contractor is paid at time and a half, the client will be billed at time and a half).
 13. IT Matters (and not the Client) is responsible for payment of the wages or other remuneration of each Contractor (who may be employed under Contracts of Service or self-employed) and for the deduction and payment of any relevant statutory contributions - i.e. Workers Compensation Insurance, Payroll Tax to meet State legislation and Superannuation Contributions, where applicable.
 14. If the Client project duration period exceeds the contract term stated in the Engagement of Temporary Contractor Schedule, the Client may at their option renew or extend the engagement of the Contractor for a further term or terms. Contract renewals and/or extensions must be agreed in writing by all parties concerned. If there are significant changes in the services required by the Contractor, IT Matters may renegotiate fees payable with the Contractor and with the Client.
 15. If the Client reasonably considers the Contractor unsatisfactory and the Client immediately dispenses with the Contractor's services and has so notified IT Matters within 6 hours of the Contractor beginning work, then IT Matters may at its absolute discretion reduce or cancel any charge in respect of the Contractor.
 16. If the Client chooses to terminate an Applicants engagement as a Contractor with the Client, then a provision payment for the notice period as detailed in the Engagement of Temporary Contractor Schedule will apply.

IT Matters requires the Client to supply written notice of termination to IT Matters covering a minimum of 4 weeks notice to IT Matters that the Contractor is being terminated, unless an alternative notice period is agreed in writing between IT Matters and the Client or serious misconduct applies. Any notice period given but not required to be worked by the Contractor will be invoiced by IT Matters to the Client at the normal hourly rate for the Contractor, calculated as 4 weeks multiplied by 37.5 hours or on a daily rate as 4 weeks multiplied by 5 days per week, where applicable. Any special adjustments to this condition will be noted in the Client Contractor Agreement.

17. If a Contractor terminates his or her engagement and/or the Client lawfully terminates such engagement, IT Matters will endeavour to find a replacement to IT Matters' best ability.

18. Contractors supplied by IT Matters are deemed to be under the direction, care and control of the Client from the time they report to take up duties for the duration of the assignment. The Client will in all respects comply with all statutes, regulations and other legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (but excluding the matters referred to in clause 14 above).

In any event IT Matters' liability will be strictly limited to the matters in fact covered by IT Matters' Professional Indemnity and Public Liability Insurance from time to time.

19. If the Client wishes to engage any Applicant for a specific task or project then, unless IT Matters otherwise agrees in writing with the Client, that Applicant shall be deemed to be a Contractor and the paragraphs in these terms which apply to Contractors shall apply to that Applicant for the duration of the specific task