

## **Terms & Conditions of business for the introduction of Permanent Employees.**

**At IT Matters Recruitment Services we endeavor to supply applicants that are most appropriate to our clients requirements. The responsibility for choosing to engage a candidate 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 weeks of engagement. We cannot entertain any claim of unsuitability outside of our satisfaction evaluation period and therefore recommend that thorough interviews and relevant technical tests are undertaken prior to a position being offered.**

**We offer our clients a professional service and ask that you 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 permanent worker) 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.
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 IT Matters (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 fees or any other charges.
5. Upon the Client engaging an applicant introduced by IT Matters any fees, charges or payments due to IT Matters shall be invoiced to the client and shall be payable to IT Matters within 14 days of the invoice date. Interest may be charged on any amount outstanding after 14 days from the date of invoice at a rate of 12% per annum, and shall accrue daily until the outstanding balance is paid.
6. If within 12 months of an applicant's introduction by IT Matters to the client, or termination of an applicant's engagement as a contract worker 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 (see clause 9). If the Client is unwilling to divulge the detail 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 shall be calculated by using the hourly rate last billed by IT Matters for that Applicant multiplied by 1680 (being deemed to be the number of hours worked in a year) whichever is the greater.

7. IT Matters asks all applicants for details of their qualifications and experience. Whilst IT Matters endeavors 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 an applicant introduced by IT Matters to the client.

8. These terms & 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
9. The fee ("the fee") payable by the client in respect of each permanent worker shall be calculated (and invoiced) in accordance with the following table (the expression, "total salary package" means the sum of all salary, wages, bonuses, commissions, motor vehicles, housing, loans, employer superannuation, contributions and any other benefit that the client has expressed or implied will be paid to the permanent worker in their first year of employment):-

15% of the total salary package (as defined above) up to \$50,000

17½% of the total salary package equal to or exceeding \$50,001, up to \$100,000

20% of the total salary package equal to or exceeding \$100,001 but less than \$250,000

Example: On a total salary package of \$120,000, the fee payable to IT Matters is \$24,000 plus the government imposed taxes applicable.

Fees by negotiation on a total salary package equal to or exceeding \$250,000

Search or special assignment fees are by negotiation.

10. The client shall forthwith upon engaging a permanent worker notify IT Matters of the terms agreed and give details of the total salary package to be paid. If the annual rate of such pay is increased within three months of the date of engagement the client shall notify IT Matters of the fact and the fee shall be based on the increased rate. In the absence of any information from the client, IT Matters shall charge the fee on the basis of the salary it considers applicable in the circumstances.
11. The fee is subject to any additional government imposed taxes and charges during the term of this agreement
12. If a permanent worker terminates his or her engagement and/or the client lawfully terminates such engagement within three months of commencement – other than by retrenchment or redundancy – then, subject as follows, IT Matters shall endeavor to find a replacement at no extra fee. This offer only applies if the Client has notified IT Matters within seven days of the termination of the relevant engagement and have paid IT Matters all sums due to IT Matters in respect of any permanent worker within fourteen days of the start of his or her employment. IT Matters in any event reserves the right not to find a replacement in cases where a client engages staff with prior intention of dispensing with his or her services during the first three months of employment. Only one replacement is offered for each placement and if that free replacement is terminated, IT Matters has no obligation whatsoever to fill the role for another time.