

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.

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). 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.

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. 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. 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.

If the client wishes to employ an IT Matters contractor as a permanent employee at any time during or at the end of the contract period, the following charges will apply.

Within 6 months of engagement, 15% of the total salary package offered or within 6-12 months of engagement, 12% of the total salary package offered or after 12 months service, 10% of the total salary package offered

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.

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.

These terms and conditions shall be governed by the law of the state where the Contractor is engaged and the parties submit to the jurisdiction of the Courts of that State.

The relationship between the Client and the Contractor will be a relationship of Client and Contractor. Under no circumstances should the relationship be implied as one of employer and employee.

The Client shall pay the charges of IT Matters ("Charges") as notified to the Client for all hours worked by the Contractor and shall promptly authorise weekly timesheets, enabling the Contractor to forward them immediately to IT Matters. 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. IT Matters may vary the agreed Hourly Charges upon mutual agreement of all parties concerned, if the nature of the assignment changes. The Hourly Charges are subject to any Government imposed taxes and charges during the term of this agreement.

IT Matters is responsible for payment of the wages or other remuneration of each Contractor (who may be employed under an Employment Agreement 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.

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.

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. If the Client chooses to terminate a Contractor's engagement, 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 40 hours per week 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.

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.

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.

We would appreciate your written acceptance of these terms by email. In the absence of a written acceptance, by interviewing any candidate introduced by IT Matters you accept all of the Terms of Business as set out above.