

1. Terms / Conditions of Business

A: Oak Recruitment Pty Ltd (also referred to as "Oak Recruitment" and/or "Oak Recruitment & Consulting" and/or "Oak") provides recruitment and other consulting related services to companies (clients) in Australia and/or Internationally. These may include but are not limited to permanent, temp/contract or other recruitment or placement services and consulting.

B: It is agreed that the client (company) gives Oak Recruitment authority to represent their role to the market (including to advertise the job(s) / roles online) and to use the details, brand and any other information such as position descriptions and documents in order to perform its duties.

C: It is agreed that Oak Recruitment & Consulting may also share information about you and/or your company, including information that we collect or that you provide to us with our 3rd party providers, industry networks, contacts and/or other companies and individuals at our discretion.



2. Placement Fee

A: It is agreed that placement fees (unless otherwise offered in writing by Oak Recruitment & Consulting & at the sole discretion of Oak Recruitment & Consulting) are calculated as a percentage of the:

Candidate's commencing annual earnings package, comprising base salary, superannuation, motor vehicle or allowance, and any guaranteed or underwritten performance incentives agreed with the candidate and anything else that makes up the "total candidate remuneration package".

(**Example Only:** For a \$100,000 total candidate remuneration package x 16% + GST placement fee = \$16,000 + GST Recruitment Fee Payable)

B: Is it agreed that the Placement Fee will be **16% + GST** of the candidates commencing annual earnings package, comprising base salary, superannuation, motor vehicle or allowance, and any guaranteed or underwritten performance incentives agreed with the candidate and anything else that makes up the "total candidate remuneration package".

C: It is agreed that invoices are typically generated via Xero or electronically, emailed to the recruitment contact on file, and **payable via bank transfer** or another means of payment that Oak Recruitment & Consulting may choose. If you require a specific method of payment, please inform Oak Recruitment Pty Ltd, we may be able to accommodate this request at our sole discretion.

D: It is agreed that placement fees are not refundable.

E: It is agreed that all quoted costs exclude GST.

F: It is agreed that all amounts specified are in Australian Dollars (AUD) unless otherwise agreed and stated.

3. Payment Terms

A: It is agreed that the placement is considered complete upon signing of an offer of employment, contract or letter of offer or verbal acceptance or written acceptance of the offer of employment by the candidate, with the invoice due & **payable 7 calendar days before the candidate's start date.**

B: It is agreed that in the situation where the candidate is starting in less than 7 calendar days from when the offer of employment is signed or agreed upon, that the invoice is due & payable within 7 calendar days after the date of signing or written acceptance of the offer of employment by the candidate.

C: It is agreed that in the (expectedly very rare) situation where Oak Recruitment's invoice has been paid in full, but the candidate fails to commence in the role, the paid amount will be converted into a credit, allowing the client (company) to engage Oak Recruitment to re-fill the role, or another similar role (same job title) within the business. This credit is valid for 1 calendar year and is only available to the entity (company) that the original candidate was hired for.

D: It is agreed that if the candidate's start date is more than 30 calendar days away from the time of the signing or acceptance of the offer of employment by the candidate, that the invoice is due & payable within 7 days after signing or acceptance of the offer of employment by the candidate.

4. Replacement Guarantee & Guarantee Period

A: It is agreed that the **Replacement Guarantee Period is 60 calendar days** from candidate start / commencement date, on the condition our invoice is paid by the due date as stated in these terms of business or the due date on the invoice (whichever is earlier) and that the candidate's job description and/or job title and duties does not change significantly.

B: If the hired candidate's employment ceases (either they are terminated or resign), within the agreed period (stated above in section "A:") after commencement, Oak Recruitment Pty Ltd will endeavour to replace the candidate for free, on the conditions that our invoice is paid by the due date as stated in these terms of business or the due date on the invoice (whichever is earlier) and that the candidate's job description and/or job title and duties does not change significantly.

C: Oak Recruitment Pty Ltd will endeavour to replace the candidate with one (1) quality candidate of your choosing, as fast as possible. It is agreed that placement fees are not refundable.

D: It is agreed that the original placed candidate must be terminated / have resigned and written proof thereof emailed to Oak Recruitment & Consulting in order to activate the replacement guarantee.

E: It is agreed that the client will also be entitled to a further 10% discount on the subsequent placement fee should the candidate be fired or resign within 21 calendar days from the end of the replacement guarantee period.

F: It is agreed that Oak Recruitment Pty Ltd will have complete exclusivity in filling replacement roles or roles of which a credit with Oak Recruitment & Consulting is intended to be utilised in part or in full, meaning the client will not advertise such roles online, or give them to other recruiters / other people to work on without first gaining the explicit written consent of Oak Recruitment & Consulting to do so.

G: It is agreed that if the replacement role is filled by the client directly, by another recruiter, or by any other means, when Oak Recruitment Pty Ltd was aiming to fill the role, that the replacement guarantee will be considered fulfilled, and no credit or replacement guarantee will be offered in addition to the work already done.

5. Part Time / Contract / Other Fees

A: If the candidate is appointed for a fixed or variable/contracted period (such as a maternity leave position), the placement fee will be based on the full time annualised salary and charged on the full time annualised salary, unless otherwise offered in writing by Oak Recruitment.

B: If the candidate is appointed for a fixed or variable period on a discounted or pro-rata recruitment fee, and is then hired / confirmed in a permanent or full time position, the difference / balance of the original full permanent placement fee based on the full time annualised salary will be payable upon the offer being made for a permanent role.

C: If a candidate is hired (such as in a casual or part time capacity) with a client who has engaged with us (Oak Recruitment Pty Ltd), a minimum service fee of \$9,000 + GST per placement will be applicable for all placements where the standard percentage fee due to a pro rata salary amount is less than \$9,000 + GST (such as if they are only working one day per week etc) with no replacement guarantee offered in this circumstance.

D: **No advertising costs apply**, unless special demands are placed by the client for advertising, in which Oak Recruitment Pty Ltd aims to negotiate costs by mutual agreement.

6. Job Offer, Recruitment & Acceptance Process

A: Unless otherwise mutually agreed in writing and with the consent of Oak Recruitment Pty Ltd (one of its Directors), all communication with candidates will be through Oak Recruitment Pty Ltd through engaging with our staff or contractors, including but not limited to your "Recruitment Consultant", assigned to you by Oak Recruitment Pty Ltd.

B: Unless otherwise mutually agreed in writing, Oak Recruitment Pty Ltd will verbally convey and negotiate the job offer to the candidate on your company's behalf. After verbal acceptance by the candidate, a formal letter of offer is typically issued either by Oak Recruitment Pty Ltd on your company's behalf or by your company, often with the clients written approval or as otherwise agreed.

C: An Employment Agreement will then need to be issued from your company to the candidate prior to work commencement and subsequent employment forms and documents will need to be sent by you to the candidate and returned. It is agreed that it is the client's responsibility to collect, manage and handle this information including any potential superannuation forms, police checks, ID documents or employment documents needed from the candidate.

D: If your company chooses or attempts to withdraw an offer once the candidate has accepted either verbally or in writing, 100% of the applicable placement fee is payable by your company, to Oak Recruitment Pty Ltd, with no replacement guarantee or credit being provided in this situation.

7. Failure of Payment

If an account renders unpaid, Oak Recruitment Pty Ltd has the discretion to pass the account and the clients details to a third party Debt Collection Agency and/or a Legal Practice and the client / company (as signed below or as otherwise relevant) accepts all debt recovery costs and legal costs incurred by Oak Recruitment Pty Ltd in the collection of that debt.

8. Jurisdiction

The parties agree that this agreement will be governed in accordance with the law of Victoria, Australia and the parties further agree that any dispute arising out of this agreement is to be tried in a Victorian court which jurisdiction the parties agree to submit to.

9. Acceptance of Terms & Liability

A: If not otherwise stated, the following Terms and Conditions of Business apply to the client (company) seeking recruitment services or engagement with Oak Recruitment Pty Ltd on any other matter and/or referral of a candidate seeking employment and receipt of the candidate profile and/or these terms of business and/or subsequent engagement in writing, verbally or otherwise with Oak Recruitment Pty Ltd will act as acknowledgement and acceptance of such terms.

B: It is agreed that Oak Recruitment Pty Ltd, it's agents or associates shall not be liable for any loss, liability, damage, costs, claims or expenses whatsoever suffered or incurred by your arising from, or connected with, the recruitment or employment of any candidate referred by Oak Recruitment Pty Ltd or any services offered by Oak Recruitment Pty Ltd or any affiliated companies, contractors or person(s).

C: It is agreed that Oak Recruitment Pty Ltd assumes no responsibility for the candidate's actions once placed with your company and assumes no responsibility for damages to property, life, business or any other damages or liability thereof if in ever the event they occur.

10. Length of this Agreement & Candidate Referral Period

A: It is agreed that these terms of business / this authority is valid for twenty four (24) months after the signing / completion of this document.

B: It is agreed that should a candidate we have represented/presented to you accept a job offer by verbal acceptance and/or written acceptance with your organisation, subsidiary, affiliate or related company within this period, the candidate will be deemed to have been referred by Oak Recruitment Pty Ltd and appropriate placement fees will apply (as listed above in these terms of business), unless otherwise mutually agreed in writing and with the consent of Oak Recruitment Pty Ltd (one of its Directors).

C: It is also acknowledged that during or after this period listed above in section (A:), recruitment and / or consulting and / or placement fees, or any other charges of Oak Recruitment Pty Ltd or related parties, are subject to potential increase at Oak Recruitment's discretion, by providing a minimum of 3 calendar day(s) notice to the client verbally or in writing. Our fees may change dependant on market conditions. Oak Recruitment Pty Ltd will endeavour to inform clients of any such changes in writing as soon as possible, for their consideration.

11. Acknowledgement of Candidate Referral & Checks

A: In addition to section 9. (A) of this agreement, by interviewing and subsequently employing a candidate, your company acknowledges receipt of this document and accepts Oak Recruitment Pty Ltd's Terms and Conditions of Business as stated here, even if not signed.

B: It is agreed that Oak Recruitment Pty Ltd reserves the right to ask for, collect & give information about you or your business to a credit reporting agency for the purpose of obtaining a consumer credit code report, and/or allow the consumer credit reporting agency to create or maintain a credit information file about you or your business. By accepting our Terms and Conditions of Business you will also be giving your consent to Oak Recruitment Pty Ltd disclosing your information to a credit reporting agency as outlined.

12. Fee for Headhunting / Hiring Oak Recruitment's Employees for your Business (Not Applicable in most situations)

A: Should an employee working at Oak Recruitment Pty Ltd (example: the recruitment consulting you are dealing with to help you find candidates) of Oak Recruitment Pty Ltd accept a job offer by your company (i.e you poach one of Oak Recruitment's staff) by verbal acceptance and/or written acceptance with your organisation, subsidiary, affiliate or related company whilst they are employed with us, or within twenty four (24) months of ceasing employment with Oak Recruitment, a finders fee of 20% + GST of their starting salary package including superannuation or \$20,000 + GST (whichever is greater) will be payable to Oak Recruitment Pty Ltd.

13. Special Conditions

It is agreed that the following special conditions apply and supersede any clauses above in this agreement if and only once signed by the Director(s) of Oak Recruitment Pty Ltd.

Name, Date & Signature of Oak Recruitment Pty Ltd's Directors are needed to approve any Special Conditions and they are not valid without it completed:

Name: _____ Position: _____ Date: _____ Signature: _____

By signing the below agreement you agree that you have authority to act on behalf of the client (company) by its Director(s) and are authorised to enter into such an agreement. This document is not valid if edited from its original form by anyone other than Oak Recruitment Pty Ltd's Director(s), or employees / contractors, with the written approval from the Director(s) of Oak Recruitment Pty Ltd.

Thank you for this opportunity to assist you.

Oak Recruitment Pty Ltd (Oak Recruitment & Consulting) **Head Office:** 17/31 Queen St, Melbourne, VIC 3000 ABN 51 662 606 304

OAK RECRUITMENT
& CONSULTING

Client (Company Legal Name) _____

Client Name & Position Title _____

Client Dated _____ **Client Signature** _____

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