

## TERMS OF BUSINESS

Red Appointments Pty Ltd

P: (08) 7071 7350 F: (08) 7071 7351

E: admin@redappointments.com

ABN: 35 138 057 511

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### Labour Hire

### Permanent & Contracting Recruitment

### International Recruitment

### HR Recruitment Solutions

#### 1. When do these terms & conditions apply?

- 1.1 These terms and conditions of business are between Red Appointments Pty Ltd (Company) and the Client (You).
- 1.2 These Terms and Conditions apply in relation to the provision of:
  - a) Permanent employees; and
  - b) Temporary/Contract employees
- 1.3 You agree to be bound by these Terms and Conditions if you:
  - a) Interview a candidate for employment who Red introduces to You; or
  - b) Employ or engage a person Red introduces to You; or
  - c) Employ or engage a candidate recommended by Red who may be already working for You under these Terms and Conditions on a new assignment.
- 1.4 If You appoint any candidate introduced to You by Red within twelve (12) months of the introduction, You will attract a placement fee in accordance with Red's standard fee structure.
- 1.5 All introductions are strictly between Red and You and are not to be divulged outside the company. If this occurs and a candidate is offered a position by another company or a division in your company, You will attract a standard fee.
- 1.6 Additional services, other than permanent or temporary recruitment will be detailed in a separate Service Agreement between You and Red.

#### 2. Definitions

In this Agreement:

- 2.1 **Candidate** – means any person who has sought or obtained a permanent or contract/temporary placement by Red.
- 2.2 **You** – means the legal entity to whom these Terms of Business have been sent, or any group company or related entity who requests recruitment services to be provided by Red Appointments Pty Ltd.
- 2.3 **"We"** and **"Red"** means Red Appointments Pty Ltd (ABN 35138057511).
- 2.4 **Permanent Employee** – means any candidate who is directly employed by You.
- 2.5 **Temporary/Contract Employee** – means any candidate who is placed on site to carry out a temporary assignment with You but is employed and payrollled by Red.
- 2.6 **Placement Fee** – means the fee charged to You for permanent recruitment services provided by Red.

- 2.7 **Satisfaction Guarantee** – means a replacement guarantee for any placement made by Red.
- 2.8 **Service Agreement** – is a signed agreement between Red and You outlining recruitment services and associated fees.

#### PERMANENT RECRUITMENT

#### 3. Payment of Fees – Permanent Employees

- 3.1 The placement fee will be invoiced at the completion of the candidate's first day.
- 3.2 Red's payment terms are strictly fourteen (14) days from the date of invoice.
- 3.3 You agree to pay for the following additional items within 14 days of invoice where requested by You, regardless of whether a placement is made:
  - a) medical/police checks;
  - b) advertising expenses;
  - b) out of pocket expenses incurred by the Candidate to attend interviews, which may include items such as accommodation, meals and travel.

#### 4. Advertising

- 4.1 Advertising, both electronic and written media, which is initiated, only with your approval on signing the Service Agreement, is a cost additional to Red's Terms of Business and is billed to You at cost directly on placement of the advertisement. This includes replacement advertising.
- 4.2 Advertising costs are non-refundable and are due and payable 14 days from the date of invoice issue irrespective of whether a placement is made.

#### 5. Terminating or deferring your arrangement with Red

- 5.1 Red reserves the right to charge a fee if work is undertaken by Red on a position that is subsequently withdrawn or cancelled by You, after a service agreement has been signed. The charge rate will be 50% of the fee agreed upon in the Service Agreement.
- 5.2 Red reserves the right to charge for all additional expenses as outlined in Clause 3.3 should the position be withdrawn or cancelled by You.

#### 6. Satisfaction guarantee for Permanent Employees

- 6.1 Red offers a satisfaction guarantee on all permanent placements.
- 6.2 This guarantee is subject to the condition that any and all invoices relating to the original placement have been paid in full within fourteen (14) days from the date of issue.
- 6.3 Red has the exclusive opportunity to replace the candidate.

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- 6.4 This guarantee is not applicable if:
- the candidate is retrenched;
  - there is significant change of job description or company situation (eg location or company direction);
  - there is evidence of employer misconduct surrounding sustainable allegations of discrimination, failure to provide a safe work environment, unfair dismissal, sexual harassment or misrepresentation of the position.
- 6.5 This guarantee does not extend to candidates already placed under guarantee.
- 6.6 No variation to this guarantee or to the standard fee structure is valid unless confirmed in writing by an authorised Manager of Red.
- 6.7 Red reserves the right to negotiate our replacement terms should changes occur in the role originally recruited for.
- 6.8 Any additional advertising costs associated with the replacement are not covered by the replacement guarantee and will be invoiced directly to You at cost. Refer to Clause 4.2.
- 7. Liability for Candidates**
- 7.1 Whilst Red will exercise reasonable skill and care in the selection of Candidates we are not liable for any acts or omissions of Candidates.
- 7.2 Red strongly recommends all new employees undergo a medical examination and a national police clearance prior to commencing employment with You.
- 7.3 Should You choose not to encourage the above or the Candidate refuses to undergo the relevant tests, Red is not liable for any subsequent issues that may arise as a result of failure to complete this process.
- 8. Responsibilities after Placement**
- 8.1 Once a Candidate has commenced employment with You, You are the candidate's employer and have sole responsibility for the employee.
- 8.2 Red has no liability or obligations in respect to the employee, including without limitation, the termination of the employee for any reason by You.
- TEMPORARY RECRUITMENT**
- 9. General conditions and fees – Temporary/Contract Employees**
- 9.1 When an assignment specification is received from You, Red will provide You with a Service Agreement outlining our recruitment fees.
- 9.2 Your order of a Red Temporary/Contract employee is taken to mean that You will accept both these Terms and Conditions and the recruitment fees for that assignment.
- 9.3 A Temporary/Contract assignment must be for a minimum period of 4 consecutive hours or more.
- 9.4 Red has the responsibility for the payment in relation to Red Temporary/Contract employees of (where applicable):
- remuneration;
  - payroll tax and other taxation required by the ATO;
  - workers compensation payments;
  - superannuation guarantee charges.
- 9.5 Red will notify You of wages and award or agreement conditions applicable to temporary or contract staff prior to the assignment commencing.
- 9.6 You acknowledge that employment terms and conditions applicable to Temporary/Contract staff may change without notice when affected by a variation in award or agreement and You agree to respect those changes if and as they occur.
- 9.7 You agree to complete timesheets accurately and to submit them to Red by 11am every Monday. You must sign the timesheet setting out details of hours worked. Signing the timesheet constitutes acceptance of the hours worked.
- 9.8 You are liable for the hours actually worked by a Red Temporary/Contract employee regardless of whether You sign the timesheet.
- 9.9 Red will invoice You after payment of the Temporary/Contract staff's wages on a weekly basis. Our charges will be based on the number of hours worked as recorded on the employees' timesheet.
- 9.10 Red's standard payment terms are fourteen (14) days from the date of invoice.
- 9.11 If You fail to pay any amount invoiced by the due date, Red reserves the right to charge interest at the ruling overdraft rate on the unpaid amount accruing daily from the time it falls due until the amount has been paid in full plus associated costs.
- 9.12 You must not make any payments or other consideration to a Red Temporary/Contract employee. Red will reimburse the employee for such expenses and invoice You directly provided appropriate documentation to support the expense claim reimbursement is received.
- 9.13 You agree to undergo a credit check prior to entering into a partnership with Red and You will nominate three (3) trading references for Red to contact.

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### 10. Supervision and management of a Red Employee

- 10.1 At all times during the assignment the Temporary/Contract employee is under the care, discretion and supervision of You.

### 11. Cancellation of an assignment

- 11.1 If You wish to cancel or postpone an assignment with less than 4 hours of the assignment start time, You are liable to pay Red for the 4 hour minimum as outlined in Clause 9.3.

### 12. Contract Buy Outs

- 12.1 If You or any subsidiary, affiliated or related entity of You, directly or indirectly engages a Red Temporary employee in any role within six (6) months of the employee undertaking the first assignment for You, You are liable for a Contract Buy Out fee. This fee will vary depending on skillset and is available upon request.

### 13. Termination and Breach

- 13.1 Red can terminate an assignment without notice and without incurring any liability to you for reasons that include, but are not limited to:
- a) A breach of these conditions of assignment; or
  - b) Failure to pay any amounts outstanding to Red.
- 13.2 If You terminate an assignment other than as provided in these conditions of assignment, 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 one of our employees arising out of, or in any way related to the termination of the assignment.

### 14. Insurance

- 14.1 You must have and must maintain, an insurance policy with a reputable and financial insurer, on industry accepted terms and conditions for such insurance and which covers all work, tasks and duties carried out by You and your employees.

### 15. Hiring a Temporary or Contract Employee Permanently

- 15.1 If You wish to transition a Red Temporary/Contract employee to a permanent position, You must speak directly with Red first.
- 15.2 A permanent placement fee will apply.
- 15.3 A replacement guarantee will not apply to such placements.

### 16. Transitioning a Red employee to a Third Party

- 16.1 If You wish to transition a Red Temporary/Contract employee so that You continue to obtain their services but they are employed by a third party (ie another recruitment agency), a placement fee is payable to Red upon acceptance of an offer of transfer of employment being made to the Red employee.

## OCCUPATIONAL HEALTH AND SAFETY

### 17 Red Appointments Risk Assessment / Site Inspection

- 17.1 You agree to Red conducting an OH&S inspection prior to our employees commencing work with You.
- 17.2 The inspection will encompass OH&S systems, work environment, plant & equipment, position description, skill requirements, safe systems of work, and possible exposure to hazards.
- 17.3 Red will advise and assist in the development of safe systems of work which comply with the applicable Regulations, Standards & Codes of Practice.
- 17.4 Red Appointments will present You with a report and advise on elimination or reduction of hazards. Subsequent to this an action plan will be developed and timelines for modifications to the workplace agreed to.

### 18.1 Return to Work

- 18.1 In cooperation with You and medical practitioners/professionals Red aims to provide the best possible service to injured workers and a seamless process of returning to work after injury.
- 18.2 You agree to offer your assistance, when returning an injured worker to approved duties and will minimise your exposure to recovery actions.
- 18.3 You agree to provide suitable duties to assist Red in its Section 58 WorkCover obligations.
- 18.4 You acknowledge that these duties will be charged to You at the normal agreed hourly rate for the injured worker prior to the injury.
- 18.5 If You are unable to provide return to work duties, you must notify Red Appointments in writing prior to the supply of Temporary/Contract staff.

### 19. Induction/Instruction/Training/Supervision

- 19.1 Red Appointments will induct all workers in the particulars of their new position.
- 19.2 You agree to:
- a) Provide the Red Temporary employee with site and task specific inductions, which includes training for all specific safety requirements and identified hazards in connection with an assignment, prior to the assignment commencing.
  - b) Give clear direction to the Red Temporary employee, setting out the functions and duties which the employee is to perform during an assignment and then training them how to perform those duties safely.
  - c) Notify Red immediately if there is any change to the agreed assigned tasks relating to a work assignment or work site.

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- d) Provide a safe working environment for all Red Temporary/Contract employees.
- e) Provide a working environment free from unlawful discrimination, harassment and bullying and consistent with equal employment opportunity principles.

### 20. Notification of Incident/Accident/Injury

- 20.1 Red requires the You to report all incidents/accidents/injuries to your Red Account Manager. Should Red's Account Manager not be available, contact with the local office should be made.
- 20.3 Red requires You to adhere to your obligations of the relevant state's regulatory body in regard to safety and injuries in the workplace.

### 21. Liability and indemnities

- 21.1 Whilst Red endeavours at all times to select Candidates suitable to your needs and to provide accurate and comprehensive details on their skills, knowledge, attributes and experience in relation to the Assignment Specification discussed with You, we are not liable for any acts or omissions of Candidates.
- 21.2 Red accepts no liability, either personal or corporate, for compensation of any loss, however arising, which You may suffer following on from your decision to employ any referred Red Candidate.
- 21.3 You acknowledge that Red is not performing the services required of our employees or independent contractors; but are instead are the supplier of our employees and independent contractors, at your request, to perform the work that it has requested.
- 21.4 From the time that our employees or independent contractors report to You for their duties they are under the care, control and supervision of You for the duration of the assignment.

## GENERAL PROVISIONS

### 22. Confidentiality

- 22.1 All information supplied by Red in relation to any Temporary, Contract or Permanent Candidate is confidential and must not be disclosed by You to a third party without the written consent of Red.
- 22.2 This includes information provided to You in any form (including written and electronic) and by any means including during conversations with You.

### 23. Jurisdiction

- 23.1 These conditions of assignment are governed by and will take effect in accordance with the laws in force in the state or territory in which the works are carried out.

### 24. Variances

- 24.1 Fee structures can vary from state to state due to the differing costs of business infrastructures imposed on Red.
- 24.2 Red reserves the right to vary published fees without notice from time to time.

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