

### 1. APPLICATION

**Parties** – These Terms of Business are applicable between Parsec Pacific Pty Ltd and its Client each time Parsec Pacific Pty Ltd provides contract or recruitment services to a Client

**Acceptance to Terms of Business** – You agree to be bound by these Terms of Business by accepting details of personnel, viewing personnel or employing or engaging personnel introduced by Parsec Pacific for a Permanent Position offered by You, or for a Contract Assignment with You. These Terms of Business will remain in force for all future assignments, until our agreement has been validly terminated

**Variation to Terms of Business** – Any variation to the Terms of Business must be mutually agreed by both parties in writing and detailed in an Addendum to Standard Terms of Business.

### DEFINITIONS

**Annualised Gross Remuneration (“AGR”)** - means the annualised sum of all remuneration payable to a candidate placed (or sought for placement) in accordance with these terms (and if part time, calculated as though on a full time basis), including allowances, superannuation contributions, superannuation guarantee payments, salary sacrificed components and the value of any motor vehicle, telephone, computer, internet, travel, accommodation, reduced interest loan provision, conference or education allowance; or other benefit that forms part of the consideration payable to the candidate for the placement;

**Parsec Pacific** – Means Parsec Pacific Pty Ltd (ABN 56 139 742 475) and any of the Parsec Pacific Pty Ltd related entities.

**Parsec Pacific Contractor** – Means anyone supplied by Parsec Pacific to meet your order for staff for a particular temporary assignment, including an On-Hire Employee, or a nominated representative of an Independent Contractor.

**Assignment** - means the on-hire placement of one or more of our workers to perform work at your premises or anywhere else specified by you and approved by us.

**Candidate** – means any person who has sought or obtained placement by Parsec Pacific in i) Permanent or Fixed Term employment with a client of Parsec Pacific or ii) by way of a Contract Assignment with a Client of Parsec Pacific.

**Contract Assignment** - means the provision of either an Independent Contractor, or an On-Hire Employee to carry out a contract assignment for a Client of Parsec Pacific.

**Fixed Term** - means any person who has accepted or obtained placement by Parsec Pacific on a fixed term basis with a Client of Parsec Pacific. A Fixed Term Placement is employed by the Client and the Client takes responsibility for payroll and legislative requirements.

**Buy-out** – Where an Parsec Pacific contractor is transferred to a permanent or other employment status (or contracts directly), with the client or any other person or any other person or body to whom the client has introduced the Parsec Pacific Contractor.

**GST** - has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*;

**Independent Contractor** means an entity engaged by Parsec Pacific to carry out a contract assignment with a client of Parsec Pacific, who is engaged as an independent contractor and not as an on-hire employee. They are usually charged on an hourly, daily or project basis, which is dependent on the project and will be negotiated prior to commencement of each assignment or specific project.

**On-Hire Employee** – means any person placed by Parsec Pacific on a contract assignment basis with a client of Parsec Pacific, who is employed or engaged by and payrolled by Parsec Pacific. They are usually charged on an hourly, daily or project basis, which is dependent on the project and will be negotiated prior to commencement of each assignment or specific project.

**Privacy Laws** – means Privacy Act (Cth) 1988 (and amendments including the Privacy Amendment (Private Sector) Act 2000 (Cth))

**Related entity** - has the same meaning as in the *Corporations Act 2001 (Commonwealth)* and applies, with the necessary changes being made, if you are not a body corporate under that Act;

**Relevant jurisdiction** - means the Australian state or territory jurisdiction in which work in accordance with the assignment description is to be performed;

**RCSA** refers to the Recruitment and Consulting Services Association Ltd

**Standard Fee Structure** - means the standard Parsec Pacific fee structure **Tax invoice** has the same meaning as in the GST Act;

**You** – Means the legal entity to whom these terms and conditions have been sent (as those terms are defined by current legislation) who requests the provision of services by Parsec Pacific in connection with Your engagement with us; and any related entity.

### SECTION A – PERMANENT/DIRECT RECRUITMENT

#### 1. YOUR RESPONSIBILITIES IN RELATION TO PERMANENT ASSIGNMENTS

- 1.1 Whether engaged on a contingent or retained basis, you agree:
  - 1.2 that if we are engaged on an exclusive basis with respect to any position which you require to have filled:
    - (a) you will expressly state the period of our exclusive appointment and confirm it to us in writing;
    - (b) following the expiration of the period of our exclusive appointment, unless you have terminated this agreement or no longer require the position to be filled, you will continue to engage and authorise us to recruit for the position;
  - 1.3 that you are responsible for satisfying yourself:
    - (a) that our candidate has the qualifications, training, and experience necessary to undertake the placement and
    - (b) that our candidate meets any suitability, security, trade, professional, or occupational health and safety requirements imposed by law in order to work in the placement;
    - (c) that our candidate meets any other inherent requirements of the placement;
  - 1.4 You further agree:
    - (a) to provide us with full and accurate information about the position requirements, including an accurate position description, any inherent requirements of the position, any weighting given to necessary or desirable attributes of a hypothetical successful candidate, a duties statement, and any key performance indicators relevant to the position, if available;
    - (b) to provide us with such other organisational information or information relevant to the placement as we may reasonably require;
    - (c) to provide us with a precise written statement of the type of information about our candidates (including any who may not be shortlisted) that you require us to disclose to you;
    - (d) to provide us with a precise statement of any reference, background, suitability check or other pre-placement investigation that you require us to undertake or arrange in respect of our candidates who are shortlisted for the placement, or who have been offered a placement conditional upon satisfactory pre-placement investigation;

#### 2. PARSEC PACIFIC'S RESPONSIBILITIES IN RELATION TO PERMANENT ASSIGNMENTS

##### Replacement guarantee for Permanent employees

- 2.1 Should the engagement of any Candidate terminate up to thirteen (13) weeks from the date of engagement (including notice period), Parsec Pacific will endeavour to seek a replacement Candidate at no extra cost to You provided that:
  - (a) the first Candidate leaves of his/her own volition and not due to any restructuring or redundancy measures; and
  - (b) our invoice has been settled within fourteen (14) days of the invoice date;
  - (c) we are given exclusive right to seek such replacement Candidate for a minimum period of 14 days;
  - (d) this guarantee only applies to the first Candidates' engagement, not to that of any subsequent replacements and
  - (e) this guarantee does not apply to any Candidate engaged by You for a fixed period of 6 months or less.
- 2.2 Parsec Pacific reserves the right not to replace the original candidate in the event of employer misconduct which includes sustainable allegations of sexual harassment, discrimination, misrepresentation of the position,

failure to provide safe working conditions, unfair dismissal or the refusal of post-placement servicing by an Parsec Pacific consultant.

### 3. FEES FOR PERMANENT, FIXED TERM ASSIGNMENTS AND BUY OUT

- 3.1 All fees are strictly payable within 14 days of invoice date
- 3.2 **Contingent Assignment** – You are seeking candidates but is not necessarily seeking an exclusive approach. The fee is as per the standard fee structure.
- 3.3 **Fixed Term Placement** – The placement fee for a Fixed Term placement is as agreed in writing between the parties. Further fees will apply should the candidate extend beyond the initial contract period to a maximum of twelve (12) months.
- 3.4 **Buy-Out** – Where an Parsec Pacific Contractor is transferred to a Permanent or other employment status (or contracts directly), with You or any other person or body to whom You have introduced the Parsec Pacific Contractor, You will be charged a fee based on the Standard Fee Structure.
- 3.5 The placement fee for a retained assignment is as per the Standard Fee Structure and is payable as follows:
  - (a) One-third of the total estimated fee upon acceptance of the assignment;
  - (b) One-third of the total estimated fee upon presentation of the shortlisted candidate
  - (c) The balance is payable upon successful completion of the assignment, which occurs as soon as the successful candidate commences employment with you
  - (d) You must pay for all work performed by Parsec Pacific until You terminate the assignment
- 3.6 Permanent placement, fixed term placements, and buy-out fees are calculated according to the Standard Fee Structure as a percentage of a Candidate's commencing Annual Gross Remuneration package (AGR).
- 3.7 For contingent assignments, we will charge our Standard Fee Structure if within 12 months of our last presentation of our candidate to you, that candidate accepts a position with:
  - (a) You, or
  - (b) another person
    - (i) on whose behalf or for whose benefit you may be acting, or
    - (ii) to whom, without our consent, you have disclosed personal information about that candidate that we have provided to you.

## SECTION B – CONTRACT/ON-HIRE ENGAGEMENT

### 4. PARSEC PACIFIC'S RESPONSIBILITIES IN RELATION TO CONTRACT ASSIGNMENTS

- 4.1 Upon request, Parsec Pacific will endeavour to source and engage an Parsec Pacific Contractor for a Contract Assignment
- 4.2 Assignment specific terms will be contained in the Confirmation of Assignment document
- 4.3 If the need arises, Parsec Pacific may substitute one Parsec Pacific Contractor for another.
- 4.4 Parsec Pacific has the following responsibilities in relation to Parsec Pacific Contractor (where applicable):
  - (a) payment of remuneration;
  - (b) deduction of all appropriate taxation required by the Australian Taxation Office;
  - (c) workers' compensation payments;
  - (d) superannuation guarantee payments; and
  - (e) payroll tax.

### 5. YOUR RESPONSIBILITIES IN RELATION TO CONTRACT ASSIGNMENTS

- 5.1 You have direct supervision and management of the Parsec Pacific Contractor in the performance of each of Your Contract Assignments. You directly control the conditions under which the assignment is performed, and the outcome of the Parsec Pacific Contractor..

#### Work Health and Safety

- 5.2 You are responsible for meeting all Your obligations under relevant Work Health & Safety ("W HS") laws whilst the Parsec Pacific Contractor provides services to You at Your premises. These obligations include, but are not limited to:
  - (a) ensuring that the work environment is safe. This includes being able to demonstrate that hazards have been identified and risks controlled in all plant and equipment, materials and substances, and any activities to be undertaken by Parsec Pacific Contractors;
  - (b) verifying that Parsec Pacific Contractors have the necessary skills, experience and, where required, licenses, to perform the services safely;
  - (c) providing adequate induction, safety training and supervision to Parsec Pacific Contractors and ensuring that the services are being conducted safely;
  - (d) informing Parsec Pacific and the Parsec Pacific Contractors if there are any changes to the workplace or the tasks to be performed and not transferring Parsec Pacific Contractors to any other role or service without first consulting with Parsec Pacific and ensuring that the Parsec Pacific Contractors have the knowledge, understanding and skills to perform the newly required tasks;
  - (e) notifying Parsec Pacific and any relevant authorities immediately of any work-related incidents or injuries to Parsec Pacific Contractors and permitting Parsec Pacific be involved in any subsequent incident or injury investigation.
- 5.3 The responsibility for protecting Your confidential information and intellectual property lies solely with You. Parsec Pacific is not liable for any claim arising from Your Confidential Information and Intellectual Property;
- 5.4 You are responsible for ensuring that the Parsec Pacific Contractor is adequately covered by any insurance policy held by You in respect of Your business. For example, if the Parsec Pacific Contractor is required by the You to handle valuables such as cash, operate machinery or equipment, drive vehicles or handle documentation.

#### Cancellation of Contract Assignment

- 5.5 If You wish to cancel a Contract Assignment prior to the scheduled commencement of the assignment, You must notify Parsec Pacific in sufficient time for Parsec Pacific to advise the Parsec Pacific Contractor of the cancellation.
- 5.6 If Parsec Pacific is unable to advise the Parsec Pacific Contractor prior to the scheduled commencement of the assignment, You must pay Parsec Pacific for the minimum booking of 4 hours.

#### Termination of Contract Assignment

- 5.7 Either party can terminate an assignment and this agreement by giving notice as specified in the Confirmation of Assignment to the other party.
- 5.8 If you terminate this agreement in accordance with Clause 5.7, you will still be liable to pay to us all outstanding charges.
- 5.9 If You terminate an assignment other than as provided for in the Terms of Business, 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

#### Direct Hiring or Introduction of an Parsec Pacific Contractor or Fixed Term

- 5.10 You must not discuss the Parsec Pacific Contractor Fees, or any change to the Parsec Pacific Contractor Fee, with a Parsec Pacific Contractor
- 5.11 If You, or an entity to whom You have introduced the Parsec Pacific Contractor or Fixed Term Placement makes an offer of Permanent employment to a Parsec Pacific Contractor who is performing an assignment for You (or who has performed an assignment for You during the previous 12 months) which the Parsec Pacific Contractor accepts, You must pay to Parsec Pacific the Permanent placement fee in respect of

the Parsec Pacific Contractor in accordance with Parsec Pacific's Standard Fee Structure.

- 5.12 Buy-out fees are calculated according to the Standard Fee Structure as a percentage of a Candidate's commencing Annual Gross Remuneration package (AGR).
- 5.13 If You wish to transition a Parsec Pacific Contractor so that you continue to obtain their services but they are employed by a third party (such as another recruitment agency or panel member), a placement fee is payable to Parsec Pacific prior to an offer of transfer of employment being made to the Parsec Pacific Contractor.
- 5.14 The fees payable under this clause are due and payable within 14 days of the On-Hire Employee or nominated representative of the Independent Contractor commencing employment or the new assignment.
- 5.15 No replacement guarantee will apply in any circumstance covered under Clause 5.1 through 5.14.

## 6. FEES FOR CONTRACT ASSIGNMENTS

- 6.1 Our charges as detailed in the Confirmation of Assignment will be based upon the number of hours or days that our workers work on assignment, with a minimum charge of four hours per day applying to each worker on assignment.
- 6.2 The fee will be negotiated prior to commencement of each Contract Assignment or specific project and will appear in the Confirmation of Assignment
- 6.3 Parsec Pacific may vary the fee at any time (including retrospectively) without notice in light of the following:
  - (a) overtime rates, shift penalties, allowances or other rates payable pursuant to any award or agreement or rate of pay set by Fair Work Australia (or other relevant body) applicable to the On-Hire Employee;
  - (b) insurances, insurance premiums, or any statutory charges, levies, taxes or other payments Parsec Pacific is lawfully required to make or for which Parsec Pacific may become liable in respect of providing an Parsec Pacific Contractor under these Terms of Business.
- 6.4 Invoices are produced weekly based on the actual hours worked by the On-Hire Employee as evidenced by an authorized timesheet.

### Expense Claims – Parsec Pacific Contractors

- 6.5 You must pay Parsec Pacific for any approved expenses incurred by an Parsec Pacific Contractor in performing an assignment. You must not make any payments directly to the Parsec Pacific Contractor. Parsec Pacific will reimburse the Parsec Pacific Contractor directly for such expenses provided You supply Parsec Pacific with original tax invoices to support expense claim reimbursements and confirmation of approval.
- 6.6 If You would prefer to pay an allowance or per diem expense claim without providing supporting tax invoices, then You should notify Parsec Pacific in advance to confirm the alternative documentation required and confirm amounts that may be paid tax-free.
- 6.7 It is Your responsibility to review expense claim reimbursements and supporting documentary evidence of the Parsec Pacific Contractor before reimbursement is made or authorised. In no event shall You authorise Parsec Pacific to pay expenses or pay expenses directly to or for an Parsec Pacific Contractor which are of a private nature or for amounts in excess of ATO expense guidelines. If such payments are made in contravention of these Terms of Business, then You must accept an additional fee from Parsec Pacific equal to the Fringe Benefits Tax and other payroll on-costs associated with the provision of the taxable benefit to the Parsec Pacific Contractor.

## SECTION C- GENERAL TERMS

### 7. GENERAL MATTERS AND OTHER RESPONSIBILITIES

#### Relationships

- 7.1 You acknowledge that we are not performing the services set out in the assignment description; but are instead the supplier of our workers, at

your request, to perform the work that you have described in the assignment description.

#### Introduction of Candidates

- 7.2 Parsec Pacific treats the introduction of Candidates and their details as strictly confidential, and therefore expects You to do the same.
- 7.3 If a Candidate or his or her details are introduced to or passed on to You (including the transfer of a candidate's details to Your database), and that introduction or transfer results in the Permanent employment or engagement on a contract basis of the Candidate, You must pay Parsec Pacific the appropriate fee in accordance with these Terms of Business and Parsec Pacific's Standard Fee Structure.
- 7.4 If a Candidate introduces another Candidate to You and that introduction results in Permanent employment or engagement on a contract basis of that Candidate, You must pay Parsec Pacific the appropriate fee in accordance with these Terms of Business and Parsec Pacific's Standard Fee Structure

### 8. EXCLUSIONS AND INDEMNITY

- 8.1 Our workers may be replaced if their ability to function effectively and safely is limited, in which case we may replace them with another worker.
- 8.2 Our workers may refuse work if it reasonably appears that the working environment is or has become unsafe for any reason, including but not limited to you:
  - (a) not having established safe work procedures;
  - (b) not complying with safety standards;
  - (c) not maintaining plant and equipment; or
  - (d) not complying with any relevant health or safety legislation or regulations or other obligation which under these terms and conditions is for the protection of health and safety.
- 8.3 Because our Parsec Pacific Contractors work under Your control, supervision and direction:
  - (a) **No Representations** - We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;
  - (b) **Reduced Liability and Indemnity**
    - i) Subject to sub-paragraph (ii) of this sub-clause, we will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our Parsec Pacific Contractors (including their servants or agents) whilst they are working under your control, supervision or direction.
    - ii) Sub-paragraph (i) of this sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury; and
  - (c) **Saving of Implied Terms & Statutory Consumer Guarantees**

Nothing in this Agreement shall operate to exclude, restrict or modify or be read as having the effect of excluding, restricting or modifying:

    - (i) the application of all or any of the provisions of any Act of Parliament that implies a term into this Agreement or that creates any statutory consumer guarantee
    - (ii) the exercise of a right conferred by such a provision;
    - (iii) any liability of a person for failure to comply with such a term or provision

other than to the extent of limiting our liability in the case of a failure to comply with regard to the supply of services, other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, to supplying, or paying the costs of supplying, the services again.

### 9. CONFIDENTIALITY

- 9.1 Whilst Parsec Pacific employs measures to ensure Parsec Pacific Contractors adhere to current privacy laws and maintains confidentiality and non-

disclosure of information for all our clients, the responsibility for protecting Your confidential information and intellectual property lies solely with You. Parsec Pacific is not liable for any claim arising from or relating to Your confidential information and intellectual property.

- 9.2 All information (written or verbal) regarding candidates must be treated by You as confidential and must not be disclosed to any third party. If a candidate introduced by Parsec Pacific subsequently gains employment as a result of any such disclosure to a third party, a placement fee will be due and payable by You, who received the initial introduction.

**10. GENERAL MATTERS**

- 10.1 **Amendment** - These Terms and Conditions may not be amended or supplemented except in writing by the Managing Director of Parsec Pacific Pty Ltd Pty Limited.

**10.2 Illegality and Force Majeure**

- (a) If any provision or term of these Terms and Conditions or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, such provisions, terms and parts will be deemed to be deleted from these Terms and Conditions provided always that if any such deletion substantially affects or alters the commercial basis of these Terms and Conditions the parties will negotiate in good faith to amend and modify the relevant provisions, terms and parts of these Terms and Conditions as may be necessary or desirable in the circumstances.
- (b) If we are prevented from or delayed in the performance of these Terms and Conditions by an act of God or by or in consequence of war, riot, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, we shall not thereby be liable to You for any breach of obligation under these Terms and Conditions and time for performance of our obligations, shall be extended accordingly

- 10.3 **Governing Law** - These Terms and Conditions shall be governed by and construed in accordance with the Laws of the state or territory where the Parsec Pacific Contractor or Candidate is to be employed.

**10.4 Professional Conduct & Dispute Resolution**

- (a) Whilst ever we remain a member of RCSA, you and we will conduct our dealings with each other in a manner that is consistent with our responsibilities under the RCSA Code.
- (b) The parties must attempt to resolve expeditiously and, where practicable through processes of voluntary dispute resolution in conformity with the RCSA Code and RCSA Disciplinary & Dispute Resolution Procedure, any dispute, question or difference that arises in respect of any aspect of these conditions of assignment. This clause does not oust the jurisdiction of any court, commission, agency or tribunal that has lawful jurisdiction in respect of the dispute, question or difference.
- (c) Liability for the costs of any arbitration entered into by the parties for the resolution of disputes, questions or differences that arise in respect of any aspect of these conditions of assignment may be determined by the arbitrator, but until or if not so determined will be borne equally by you and us.

**10.5 Entire Agreement**

- (a) These terms and conditions represent the entire agreement between you and us in relation to its subject matter.
- (b) By accepting these terms and conditions you acknowledge that neither we nor anyone acting on our behalf have or has made any warranties or representations to you in relation to the matters covered by our agreement which are not fully set out in these terms and conditions, and that before entering into the agreement you have read these terms and conditions together with the schedule and have understood them.

**ANNEXURE 1 – RECRUITMENT FEE \$**

**Contractor Part-Time Fee Structure**

Days Per Week	% Fee
1-2 days	Full-Price
3-4 days	10% Discount
5 days	20% Discount

**Permanent Placement Fees**

Salary (AGR) Level	% Fee
<\$79,999	15% of AGR
\$80,000 - \$149,999	18% of AGR
\$150,000 +	20% of AGR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed