

STANDARD TERMS OF BUSINESS

Workforce Corporate Australia is a registered Australian company ABN 18262687690 engaged in recruitment services, providing permanent and temporary staff to employers. If not otherwise stated the following Standard Terms of Business apply for candidates introduced through Workforce Corporate.

Authority to Act

Workforce Corporate will supply you with candidate information only following instruction via an Authority to Act as an agent, on the candidate's behalf and prior to forwarding their details to your company. Unless otherwise agreed, all communication with a candidate will be through Workforce Corporate. The Authority to Act is valid for twelve (12) months after the last communication relating to a candidate. A candidate employed by your organisation, subsidiary, affiliate or related company within this period, will be deemed as having been introduced through Workforce Corporate. Any information provided by Workforce Corporate (verbal or written) regarding a candidate has been provided as a consequence of instructions and information provided by the candidate and/or referee/s thereof. Workforce Corporate is authorised by the candidate to submit to you an Authority to Act and makes no representations as to the accuracy of the information contained herein.

Workforce Corporate, its agents or associates shall not be liable for any loss, liability, damage, costs, claims or expenses suffered or incurred arising from, or connected with, the recruitment or employment of any candidate introduced by Workforce Corporate. The decision to offer and hire a candidate is solely that of the client. The introduced candidate will confirm they have not submitted their details at any stage to your company over the last six (6) months. By accepting the Authority to Act, you hereby acknowledge that you have had no prior knowledge of this candidate and therefore all terms and conditions contained herein shall apply.

Temporary Placement Fees

Temporary placement fees are inclusive of candidate pay rate, workers compensation, payroll tax, superannuation and a margin based upon the duties required and award applicable. For more information regarding temporary fees, please contact your consultant.

Permanent Placement Fees

1. Permanent placement fees are for the sourcing, screening, testing, pre-selecting and reference checking of candidates and are based on the employee's annual remuneration package, which is inclusive of salary, superannuation and company car or applicable car allowance (valued at \$15,000) or clothing allowance if applicable. We do not charge on any bonuses or commission structure. Fees quoted are GST exclusive.
2. Introductions are confidential. The passing on of candidate details to another employer resulting in an engagement of employment renders the client liable to payment of Workforce Corporate's fees as stipulated.
3. If any candidate that has been introduced to a client by Workforce Corporate is hired on any basis by that client or a related company within twelve months of the introduction a full permanent placement fee will be payable.
4. A client that employs a Workforce Corporate introduced staff member within 6 months of introduction shall be liable to payment of a full permanent placement fee. No guarantee will be applicable in this circumstance.
5. The appointment of a candidate whether for a fixed or variable period, will incur a placement fee calculated upon the annual earnings of the candidate and the relevant portion of time worked.
6. Credit notes received for permanent placements will not be a substitute for payment of temporary fees.
7. Upon appointment of a candidate on a part-time basis, the placement fee will be based on a minimum of 25 hours a week, pro-rata.
8. The replacement guarantee applies upon a received payment within 14 days of the candidate commencing employment. Accounts not settled within 14 days remain due and payable. Credit Notes are valid for 6 months from the date of resignation / dismissal. Credit Notes for replacing a candidate are only valid for use within the State that the original candidate commenced employment.
9. Workforce Corporate is not responsible for the selection of any candidate by the client. Workforce Corporate is not responsible for any acts, errors or omissions, wilful negligence or otherwise committed by submitted or successful candidates.
10. Accepting Workforce Corporate introduced candidate resumes, or conducting interviews with candidates introduced by Workforce Corporate shall deem the client is agreeable to these terms.

Replacement Guarantee and Payment Terms

If the candidate employment ceases within an agreed period after commencement, Workforce Corporate will replace the candidate free of charge. This guarantee is only valid if the invoice(s) is (are) paid within our trading terms and if the cessation of employment is not due to restructuring of the position, redundancy or redeployment initiated by the client. It also does not extend to cases of death, disability, injury or pregnancy. The client will be entitled to one replacement only (to the same value), or credit note, provided the fee has been paid within the agreed payment terms. Workforce Corporate's credit note is valid for only six (6) months from the date of the original candidate resignation. Credit Notes for replacing a candidate are only valid for use within the State that the original candidate commenced employment. Please note Workforce Corporate does not offer cash refunds under any circumstances.

For any invoices unpaid after the due date, Workforce Corporate has the discretion to pass the account to a legal firm and the client will be liable for all legal costs incurred by Workforce Corporate in the collection of that debt for legal collections.

Job Offer and Acceptance

Unless otherwise stated, Workforce Corporate will convey and negotiate an offer of employment to the candidate on your company's behalf. The offer details and your signed instructions will form part of our standard Agent Authority Form. After the candidate has accepted your signed authority, it will be your responsibility to ensure a formal 'Letter of Offer' and an 'Employment Contract/Agreement' go to the successful candidate, as per Fair Work Australia guidelines.

Acknowledgement of Candidate

By interviewing, accepting resumes or subsequently employing an introduced candidate, your company acknowledges receipt of this document and accepts Workforce Corporate's Standard Terms of Business.

Privacy and Confidentiality

Workforce Corporate will take reasonable steps to keep all client and candidate information private, confidential and secure at all times.