

Ambition Group Terms of Business

1 Engagement

These Terms of Business (“**Terms**”) are between Ambition Recruit Pty Limited and People with Ability Pty Ltd (“**we/us/our**”) and yourself, when you accept our services as our client (“**you/your**”). These Terms must be read in conjunction with your particular Engagement Terms outlined on the Statement of Work document. Your Engagement Terms will outline the specific details of our engagement, type of assignment you have requested and all other relevant information pertaining to that particular engagement, including any variations of the Terms agreed between us.

These Terms will apply to and in respect of every candidate presented by us by any means and at any time to you. A “candidate” means a candidate presented to you who accepts an engagement in any capacity whatsoever, but also includes any person contained in a submission or a shortlist made by us to you, even if they are presented independently to you. If you make an offer of employment to any candidate within twelve (12) months of that candidate being presented to you, you will be subject to these Terms.

We provide the following recruitment services relating to the employment of permanent staff (**Permanent Recruitment**), fixed term contractors (**Fixed Term Recruitment**) and contracting recruitment (**Contracting Recruitment**).

2 Permanent Recruitment

2.1 Notification

You agree to notify us immediately in writing if a candidate introduced by us accepts your offer of Permanent employment.

2.2 Your Employee

Any candidate employed by you in accordance with these Permanent Recruitment terms is your employee and you are responsible for:

- (a) All of the entitlements of the candidate under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia including (but not limited to) payment of salary, annual leave, personal/carers leave, and long service leave (**Employee Entitlements**); and
- (b) All of the obligations of an employer under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia, including (but not limited to) obligations contained under the Fair Work Act 2009 (Cth) or relevant state Industrial legislation (**Employer Obligations**), in relation to that candidate.

2.3 Fees and Payment

- (a) You must pay us fees relating to the Permanent Recruitment (**Permanent Placement Fee**) with reference to the service you have elected.
- (b) The Permanent Placement Fee payable for the service is calculated based on an agreed percentage of the candidate’s annual commencing salary, which will be documented in your Engagement Terms prior to Ambition Group commencing any recruitment services. Annual commencing salary will be taken to include cash salary, superannuation, allowances, guaranteed bonuses and commissions, and non-cash benefits, which form an integral part of the remuneration package. The provision of a motor vehicle will be valued at the cashed-out equivalent of the vehicle.
- (c) Unless otherwise agreed in writing, the placement fee percentage applicable to all permanent placement will be 21%.
- (d) You acknowledge that you are liable to pay and we are entitled to payment of the Permanent Placement Fee when an offer of employment is made to, and accepted by a suitable candidate. We will invoice you for the Permanent Placement Fee after the date in which the candidate is to commence their employment with you, which is payable within seven (7) days of the date of that invoice.
- (e) Part-time Permanent Recruitment placements will be charged at the same rate as full-time Permanent Recruitment placements. For example, if a part-time Permanent Recruitment placement is made for a candidate on an annualized commencing salary of \$50,000, but the candidate works only 3 days per week, the placement fee will still be calculated as \$50,000 x 18% = \$9,000 (irrespective of the number of days worked per week).

3 Fixed Term Recruitment

3.1 Engagement

We will only consider Fixed Term Recruitment solutions for periods of thirteen (13) weeks or more.

3.2 Your Employee

Any candidate employed by you under Fixed Term Recruitment is your employee and you are responsible for the Employee Entitlements and Employer Obligations as set out in Clause 2.2 (a) and 2.2(b) in relation to that candidate.

3.3 Fees and Payment

- (a) You must pay us fees relating to Fixed Term Recruitment (**Fixed Term Recruitment Fee**).
- (b) The Fixed Term Recruitment Fee is calculated in accordance with the following table as a percentage of the candidate’s annual commencing salary (or annualized equivalent) and length of the term of the contract (pro-rated).

13-26 Weeks	27-52 Weeks	53+ Weeks
18%	16%	15%

- (c) If the term of the Fixed Term Recruitment is extended by you, additional fees will be payable in accordance with services rendered for a period of up to, and including 52 weeks.
- (d) Our fees for Fixed Term Recruitment placements must be paid within seven (7) days of the date our invoice.

3.4 Transfers to Permanent Employment

- (a) If you engage a candidate on a Fixed Term Recruitment contract and subsequently employ the candidate either during the term of the contract or within twelve (12) months of their termination, then the terms relating to Permanent Recruitment as indicated at Clause 2 will apply. These

include (but are not limited to) the fees payable for Permanent Recruitment services.

4 Contracting Recruitment

4.1 Our Respective Obligations

- (a) Subject to Clauses 4.1(b), 4.1(c) and 4.2, any candidate supplied by us to you under Contracting Recruitment is our employee and we are responsible for Employee Entitlements as set out in Clause 2.2 in relation to that candidate.
- (b) You must ensure that all workplace health and safety legislation is complied with in relation to the candidate while on assignment at your premises, or at any other premises as you may direct. This includes induction and training required for the candidate to comply with your OH&S policies and procedures. If we request, you shall allow us access to inspect the premises at which the candidate will be working and/or provide us with information about compliance with OH&S obligations.
- (c) You must ensure that all state and federal equal opportunity legislation is complied with in relation to the candidate, including in relation to discrimination and harassment, and ensure compliance with all general protections in Part 3-1 of the Fair Work Act 2009.

4.2 Supervision

You are responsible for the direct supervision and management of the candidate in the performance of the assignment, and the achievement of outcomes required of the assignment.

4.3 Fees

- (a) Our fees include an allowance for applicable statutory charges, including superannuation, payroll tax and workers compensation which will be charged in addition to the set margin.
- (b) We may vary our fee to allow for changes in conditions of any federal or state Awards, Australia workplace agreements, collective agreements, Greenfield agreements and individual transitional employment agreements (Industrial Agreements), and statutory or other charges we may be lawfully required to make. These include, but are not limited to, penalty rates that may apply under an Award or Industrial Agreement for work performed outside normal business hours as specified in the Award or Industrial Agreement.

4.4 Timesheets

Our candidate will periodically submit timesheets to you for approval. By signing or approving electronic timesheets you confirm that the work has been completed to your satisfaction by the candidate and you will accept our fees for the period worked.

4.5 Payment Terms

Our fees are invoiced when we have made payment to our candidate for the period worked and are payable by you within 7 days of the date our invoice.

4.6 Termination

- (a) You may terminate a Contracting Recruitment assignment by giving us the notice specified in the Engagement Terms.
- (b) We may terminate a Contracting Recruitment assignment without further notice if you are in breach of these terms and fail to remedy the breach within fourteen (14) days of us notifying you in writing.
- (c) Where the Contracting Recruitment assignment is terminated for any reason, you will be liable to pay us the fee in respect of all hours worked by the candidate up to and including the time of termination. This will include all notice periods that the candidate is subject to, or which is required to be given, including any "gardening leave".

4.7 Assignment Variation

You shall not at any time during an assignment require the candidate to undertake work that falls materially outside the original job brief and specification unless we have given our consent in writing.

4.8 Transfers to Permanent Employment ("Temporary to Permanent Fees")

- (a) If you engage a candidate on a Contracting Recruitment assignment and subsequently employ the candidate either during the term of the assignment or within twelve (12) months of their termination, then the terms relating to Permanent Recruitment as indicated at Clause 2 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services.

5 Replacement Guarantee

- (a) The Replacement Guarantee means that we will use our reasonable commercial endeavours to find a replacement candidate for the position and it will only apply if:
 - i. You have paid our fees in accordance with these Terms; and
 - ii. Your request to replace the candidate is given to us within one (1) month of the candidate's termination; and
 - iii. Your request to replace the candidate is given to us exclusively and in the case of Permanent Recruitment for not less than six (6) weeks following your request; and
 - iv. The original job specification is unchanged; and
 - v. In the case of Permanent Recruitment, either you or the candidate terminates their employment within the time period specified in your Statement of Work; or In the case of Fixed Term Recruitment, the assignment is for 52 weeks or more.
- (b) The Replacement Guarantee will not apply:
 - i. If termination is the result of a change in the job specification, your structure, operations or workplace conditions; or
 - ii. If you engaged the candidate through us in a temporary capacity in accordance with our Contracting Recruitment prior to accepting a position under our Permanent or Fixed Term Recruitment; or
 - iii. To replacement candidates placed in employment with you in accordance with this Replacement Guarantee.
- (c) If the remuneration package of the replacement candidate differs from the original candidate, the amount invoiced will be adjusted accordingly.
- (d) You may not transfer the Replacement Guarantee to any other placement or service provided by us. You are not entitled to any credit for an otherwise valid Replacement Guarantee which you do not pursue within one (1) month of the candidate's termination.
- (e) For Permanent Recruitment only: In the unusual circumstance where all the above terms are met and we are unable to source a replacement candidate then the Replacement Guarantee will be cancelled and you will be entitled to a credit against future recruitment services provided by us in accordance with the following sliding scale:

Time worked by a candidate, % of their respective guarantee period	Credit note amount, % of the original value of the invoice
25%	100%
between 25% and 50%	75%
between 50% and 75%	50%
more than 75% but the candidate does not complete the full guarantee period	25%

(f) The Replacement Guarantee will not apply to Contracting Recruitment.

6 General Provisions

6.1 No Warranties and Indemnities

- (a) Although we will conduct interviews and submit details of candidates we believe are appropriate to the job specification you provide, we make no warranty as to the suitability of any candidate to a particular position. You are responsible for ensuring the candidate is suitable to the position to which they are appointed.
- (b) We rely on our candidate and third parties to provide us with information as to a candidate's qualifications and experience.
- (c) We are not liable for any loss suffered by you arising from the introduction of any candidate, any delays in the recruitment process, any errors, omissions or inaccuracies in the information provided to us by third parties, including (but not limited to) information as to a candidate's qualifications and experience and information contained in a candidate's reference, the failure of a candidate to accept an offer of employment, the failure of a candidate to perform their obligations under your employment or control, or any actions or omissions of a candidate.
- (d) Notwithstanding any other provision of these Terms, we shall have no liability (whether for breach of contract, under indemnity, negligence, common law, tort, equity, under statute or in restitution, or on any other legal or equitable basis) to you for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss. Otherwise, our maximum aggregate liability (whether for breach of contract, under indemnity, negligence, common law, tort, equity, under statute or in restitution, or on any other legal or equitable basis) to you is limited to the fees paid to us by you under the relevant Engagement Terms.

6.2 Candidate Ownership

- (a) You acknowledge that any candidate that has been introduced by Ambition is subject to these Terms, and that any previous interactions, communications or employment relationships have no bearing on our introduction or the fees payable according to these Terms.
- (b) If within the following twelve (12) months:
 - (A) You employ that candidate in permanent work, then the terms relating to Permanent Recruitment as indicated at Clause 2 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services,
 - (B) You engage that candidate on a contract, then the terms relating to Fixed Term Recruitment or Contracting Recruitment as indicated at Clauses 3 and 4 (as the case may be) will apply. These include (but are not limited to) the fees payable for Fixed Term Recruitment or Contracting Recruitment as appropriate to the employment status set out in Clauses 3.3 and 4.3.

6.3 Additional Fees

- (a) A fee (at our standard rates current at the time) will also be payable by you if you refer a candidate introduced by us to another party who subsequently employs that candidate.
- (b) Our entitlement to a fee will continue for a period of twelve (12) months from the date we introduced the candidate to you, or the date the candidate completed an assignment with you, whichever is the later.

6.4 Confidentiality & Privacy

- (a) Introductions made by us are confidential, and you may not disclose to any other party any information relating to the introduction, the candidate or their subsequent employment without our express written consent.
- (b) You agree to comply with the provisions of the *Privacy Act (Cth)* 1988 regarding the use of personal information and will not use personal information except for the purpose of considering a candidate for an assignment.

6.5 Goods & Services Tax

Unless otherwise noted, all fees (including advertising and expenses) quoted by us and payable under these terms are exclusive of GST, which we will add to our invoice at the prevailing rate.

6.6 Default Interest

If you fail to pay any amount payable under these terms on the due date for payment, you must pay interest on the amount unpaid at the interest rate of 12% per annum. Interest is payable in respect of the period from the due date for payment until the actual date of payment of that amount.

6.7 Variation

This Agreement may only be amended or supplemented in writing signed by the Parties.

6.8 Severability

Any provision in these Terms are invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

6.9 Governing Law

These Terms are governed by the laws of the State of New South Wales. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

Please indicate your acceptance of Ambition Group's Terms of Business by signing below. The signatory represent that you have authorisation to sign this Ambition Group's Terms of Business on behalf of the client.

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