

Ambition Group (Ambition & AccountAbility) Terms of Business

1 Introduction

These are the terms of business for your engagement of Ambition Group (Ambition and AccountAbility).

A detailed account of our available Permanent Recruitment services can be found in Annex 1.

2 Engagement

2.1 Parties

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, including the type of assignment you have requested from us 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.

2.2 Assignments

(a) We provide the following recruitment services:

- i. Relating to the employment of permanent staff (Permanent Recruitment);
- ii. Relating to the employment of maximum term contractors (Maximum Term Recruitment);
- iii. Contractors supplied by us to you under a contracting arrangement (Contracting Recruitment); and
- iv. A de-constructed recruitment service allowing customers to choose the relevant components that they require to complement their own recruitment strategy (Unbundled Service).
- v. Fixed price solutions (Project staffing and Statement of works service)

(b) The terms and conditions relating to each assignment and all assignments are set out below.

3 Permanent Recruitment

3.1 Notification

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

3.2 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.

3.3 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 to purchase. These services are further described in our fee schedule.

(b) The Permanent Placement Fee payable for the services indicated in our fee schedule is dependent on whether you engage Ambition Group.

- (c) The Engagement Fee is payable within 7 days after the date of its issue.
- (d) The Retainer Fee is payable within 7 days from the date of our invoice.
- (e) If you agree to engage us on an exclusive basis you agree to only brief Ambition Group and not to accept introductions of candidates in any form from other external suppliers.
- (f) The Permanent Placement Fee payable for the services indicated in our fee schedule 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.
- (g) 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.
- (h) 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 with you, which is payable within fourteen (14) days of the date of that invoice.
- (i) 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 annualised commencing salary of \$50,000, but the candidate works only 3 days per week, the placement fee will still be calculated as $\$50,000 \times 18\% = \$9,000$ (this is irrespective of the number of days worked per week).

3.4 Replacement Guarantee

- (a) Where the service you have acquired offers a replacement guarantee the following conditions and provisions apply (Replacement Guarantee).
- (b) The Replacement Guarantee means that we will use our reasonable commercial endeavours to find a replacement candidate for the position.
- (c) The Replacement Guarantee will only apply if:
 - i. Either you or the candidate terminates their employment within the time period specified in your Statement of Work; and
 - ii. You have paid our fees in accordance with these Terms; and
 - iii. Your request to replace the candidate is given to us within one (1) month of the candidate's termination; and
 - iv. Your request to replace the candidate is given to us exclusively for not less than six (6) weeks following your request; and
 - v. The original job specification is unchanged.
- (d) The Replacement Guarantee will not apply:
 - i. If termination of the candidate's employment 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 Maximum Term Recruitment and Contracting Recruitment prior to accepting a permanent position under our Permanent assignment; or
 - iii. To replacement candidates placed in employment with you in accordance with this Replacement Guarantee.

- (e) If the remuneration package of the replacement candidate differs from the original candidate, the amount invoiced will be adjusted accordingly.
- (f) You may not transfer the Replacement Guarantee to any other placement or service provided by us.
- (g) You are not entitled to any credit for an otherwise valid Replacement Guarantee which you do not pursue within three (3) months of the candidate's termination.
- (h) 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.
 - i. If the candidate has worked for less than 25% of their respective guarantee then you will receive a credit note for 100% of the original value of the invoice
 - ii. If the candidate works between 25% and 50% of their respective guarantee then you will receive a credit note for 75% of the original value of the invoice
 - iii. If the candidate works between 50% and 75% of their respective guarantee then you will receive a credit note for 50% of the original value of the invoice
 - iv. If the candidate works for more than 75% of their respective guarantee but does not complete the full guarantee period then you will receive a credit note for 25% of the original value of the invoice

4 Maximum Term Recruitment

4.1 Engagement

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

4.2 Your Employee

Any candidate employed by you under Maximum Term Recruitment is your employee and you are responsible for the Employee Entitlements as set out in Clause 3.2(a) and Employer Obligations as set out in Clause 3.2(b) in relation to that candidate.

4.3 Fees and Payment

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

13-26 Weeks	27-52 Weeks	53+ Weeks
24%	22%	21%

For example, the fee for a candidate with a salary of \$120,000 p.a. on a 39 week contract will be calculated as $\$120,000 \times 39/52 \times 22\% = \$19,800$.

- (c) If the term of the Maximum Term Recruitment is extended by you, additional fees will be payable in accordance with the table in Clause 4.3(b). For example, if the Maximum Term Recruitment was for a term of 27 weeks (Initial Term) for a candidate with a salary of \$120,000 p.a. and you extend the Initial Term for a further 27 weeks, then in addition to the fees already payable by you for that Initial Term, you must pay us fees in relation to the further 27 week period of $\$120,000 \times 27/52 \times 21\% = \$13,084$
- (d) Our fees for Maximum Term Recruitment placements must be paid within fourteen (14) days of the date our invoice.

4.4 Transfers to Permanent Employment

- (a) If you engage a candidate on a Maximum 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 3 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services.
- (b) The Permanent Placement Fee payable for these services is calculated at 16% of the candidate's annual commencing salary within their permanent role with the following reductions:

Original duration of Maximum Term Recruitment Assignment	Discounted Proportion of Applicable Permanent Recruitment Fee Payable on Conversion
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13-26 Weeks	10%
27-52 Weeks	30%
52+ Weeks	50%

For example, if the Maximum Term Recruitment assignment was for a term of 20 weeks and the candidate is being taken on permanently with a salary of \$90,000 p.a., the placement fee will be calculated as $(\$90,000 \times 16\%) - 10\% = \$12,960$.

4.5 Replacement Guarantee

The Replacement Guarantee means that we will use our reasonable commercial endeavours to find a replacement candidate for the position. The Replacement Guarantee will only apply if:

- i. The Maximum Term Recruitment assignments is for 52 weeks or more; and
 - ii. Either you or the candidate terminates their employment within one (1) month from the commencement of employment with you; and
 - iii. You have paid our fees in accordance with these Terms; and
 - iv. Your request to replace the candidate is given to us within one (1) month of the candidate's termination; and
 - v. Your request to replace the candidate is given to us exclusively; and
 - vi. The original job specification is unchanged.
- (b) The Replacement Guarantee will not apply:
- i. If termination of the candidate's employment 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 Contracting 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.
- (e) 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.

5 Contracting Recruitment

5.1 Our Respective Obligations

- (a) Subject to Clauses 5.1(b), 5.1(c) and 5.2, 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 3.2(a) 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.

5.2 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.

5.3 Fees

- (d) Our fees for Contracting Recruitment are invoiced for the time period actually worked by our candidate, and will be agreed with you prior to the candidate commencing an assignment.
- (e) Our fees include an allowance for applicable statutory charges, including superannuation, payroll tax and workers compensation.

- (f) 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.

5.4 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.

5.5 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.

5.6 Termination

- (a) You may terminate a Contracting Recruitment assignment by giving us the notice specified in the Contract assignment Confirmation.
- (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".

5.7 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.

5.8 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 3 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services.
- (b) The Permanent Placement Fee payable for these services is calculated at 16% of the candidate's annual commencing salary within their permanent role with the following reductions applied based upon the duration of the contract assignment completed:

Length of Contracting Recruitment Assignment Completed	Discounted Proportion of Applicable Permanent Recruitment Fee Payable on Conversion
0-12 Weeks	0%
13-26 Weeks	10%
27-52 Weeks	30%
52+ Weeks	50%

For example, if the Contracting Recruitment assignment was for a term of 20 weeks and the candidate is being taken on permanently with a salary of \$90,000 p.a., the placement fee will be calculated as $(\$90,000 \times 16\%) - 10\% = \$12,960$.

5.9 No Replacement Guarantee

The Replacement Guarantee will not apply to Contracting Recruitment.

6 Unbundled Service

6.1 Engagement

A minimum engagement of three (3) hours is required for Unbundled Service Recruitment.

6.2 Scope of Work

Your Engagement Terms will contain both the details of the services elected by you, the agreed scope of work and estimated number of hours involved in providing the Unbundled Service Recruitment offering to you.

6.3 Fees and Payment

- (a) You must pay us fees relating to Unbundled Service Recruitment (Unbundled Service Fee).
- (b) The Unbundled Service Fee will be documented in your Engagement Terms.

- (c) The Unbundled Service Fee is calculated by multiplying the hourly service fee by the number of hours required to undertake the tasks as indicated and agreed to in the Engagement Terms.
- (d) Our fees for Unbundled Service Recruitment must be paid within fourteen (14) days of the date our invoice.

6.4 No Replacement Guarantee

The Replacement Guarantee will not apply to Unbundled Service Recruitment.

7 Project Staffing and Statement of Works Service

7.1 Our Respective Obligations

- (a) Subject to Clauses 7.1(a), 7.1(b) and 7.2, any candidate supplied by us to you under Project staffing or Statement of works service is our employee and we are responsible for Employee Entitlements as set out in Clause 3.2(a) 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.

7.2 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.

7.3 Fees

- (a) Our fees for Project staffing or Statement of works service are invoiced based on the engagement terms, and will be agreed with you prior to commencing an assignment.
- (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.

7.4 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 and you will accept our fees for the period worked.

7.5 Payment Terms

Our fees are invoiced as agreed in our Engagement Terms, and are payable by you within 7 days of the date our invoice.

7.6 Termination

- (a) You may terminate a Project staffing or Statement of works assignment by giving us the notice specified in the Engagement Terms.
- (b) We may terminate a Project staffing or Statement of works 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 Project staffing or Statement of works service 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".

7.7 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.

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

- (a) If you engage a candidate on a Project staffing or Statement of works service assignment and subsequently Ambition Group agrees to your request in writing to 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 3 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services.
- (b) The Permanent Placement Fee payable for these services is calculated at 16% of the candidate's annual commencing salary within their permanent role with the following reductions applied based upon the duration of the contract assignment completed:

Length of Project staffing or Statement of works service Assignment Completed	Discounted Proportion of Applicable Permanent Recruitment Fee Payable on Conversion
0-12 Weeks	0%
13-26 Weeks	10%
27-52 Weeks	30%
52+ Weeks	50%

For example, if the Project staffing or Statement of works service assignment was for a term of 20 weeks and the candidate is being taken on permanently with a salary of \$90,000 p.a., the placement fee will be calculated as $(\$90,000 \times 16\%) - 10\% = \$12,960$.

7.9 No Replacement Guarantee

The Replacement Guarantee will not apply to Project staffing or Statement of works.

8 General Provisions

8.1 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 or damage (either direct or consequential) 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;
 - The wilful or negligent actions or omissions of a candidate;
 - The damage to property; or
 - The personal injury or death of a candidate or any person.
- (d) Where we are found to be liable to you and 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.

8.2 Your liability to us

You will indemnify us (including our directors, officers, employees, agents and other representatives) against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which we pay, suffer, incur or is or may be liable for which is caused or contributed to by you (including your directors, officers, employees, agents and contractors). Your liability to us will be reduced proportionally to the extent that an act or omission by us caused or contributed to such liability, loss, costs, expense, damage or claim.

8.3 Advertising

- (a) We will invoice you for advertising that we have agreed to undertake on your behalf.
- (b) If you cancel agreed advertising, you shall be liable for costs of cancellation, including (but not limited to) the full cost of the advertisement where cancellation is not possible due to media booking deadlines.
- (c) All invoices raised by us in accordance with this clause are payable by you within 7 days of the date our invoice.

8.4 Expenses

- (a) We will invoice you for agreed out of pocket expenses that we may incur during the recruitment process.
- (b) All invoices raised by us in accordance with this clause are payable by you within 7 days of the date our invoice.

8.5 Candidate Ownership

- (a) If you choose to interview a candidate presented by us to you then you acknowledge (for the purposes of this recruitment assignment) that the candidate has been introduced by us 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 you interview a candidate and then within the following twelve (12) months employ that candidate in permanent work, then the terms relating to Permanent Recruitment as indicated at Clause 3 will apply. These include (but are not limited to) the fees payable for Permanent Recruitment services, which will be calculated at 16% of the candidate's annual commencing salary.
- (c) If you interview a candidate and then within the following twelve (12) months engage that candidate on a contract, then the terms relating to Maximum Term Recruitment or Contracting Recruitment as indicated at Clauses 4 and 5 (as the case may be) will apply. These include (but are not limited to) the fees payable for Maximum Term Recruitment or Contracting Recruitment as appropriate to the employment status set out in Clauses 4.3 and 5.2.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 Variation

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

8.11 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.

8.12 Governing Law

- (a) These Terms are governed by the laws of the State of New South Wales.
- (b) 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 Engagement Terms on behalf of the client.

Signature:

Name:

Position:

Date: