



TABMA NSW EMPLOYMENT SERVICE TERMS AND CONDITIONS

PARTIES TO THE AGREEMENT

1. These Terms and Conditions of business form the basis of an agreement between TABMA Consulting Pty Ltd ABN 86 000 008 186 (*“the agency/we/us”*) and the client organisation (*“the client/you”*). The Terms and Conditions outlined hereafter are deemed to be accepted by the client by virtue of an interview or engagement of a candidate by the agency.

SCALE OF FEES

2. Fees for the provision of recruitment services by the agency are not GST inclusive.
3. The Fee payable is calculated as a percentage plus GST of the remuneration (base salary) agreed between the client and the candidate. The fee payable to the agency by the client for the introduction of a candidate who is offered and accepts employment with the client is laid out in the fee structure of these terms and conditions.

ADVERTISING & OTHER COSTS

4. Internet advertising costs are met by the agency. Any other advertising costs, traveling or other specific expenses are agreed with the client before being incurred. Expenses so approved will be invoiced by the agency to the client as soon as they are incurred and are due for payment within seven days.
5. In the event of a position being withdrawn by the client for any reason any advertising costs (including internet advertising) and a \$1000 (ex GST) administration fee will apply.
6. In the event of the agency being unable to recommend a suitable candidate within four months of the position being activated, leading to the client canceling the placement, a credit will be given of the administration fee on the basis that the credit is valid for a period of twelve months from the activation date and can be offset against permanent billing during this period.

GUARANTEE OR REPLACEMENT PROVISION

7. Should a candidate employed through the agencies services be dismissed or resign for any reason other than retrenchment within the ten (10) week guarantee period the agency will endeavour to replace that person with a candidate to the clients satisfaction. The Client may be charged for any additional advertising fees incurred.

8. A guarantee of satisfaction is only valid on the following basis:
 - a. Payment of the administration fee within ten (10) business days of the date the client signs these terms and conditions and/or advises the agency it requires a position to be filled in accordance with these terms and conditions (the “*activation date*”)
 - b. The ‘*client*’ notifies the ‘*agency*’ as soon as a decision to engage the candidate has been made.
 - c. Payment of the placement fee and any advertising costs incurred within are received within ten (10) business days of the candidate commencing employment with the client or any associate.

INVOICE TERMS & PAYMENT OBLIGATIONS

9. Fees will be invoiced when the appointed candidate commences employment with the client and upon the client returning written confirmation of engagement of the candidate and the agreed remuneration package. This written confirmation is to be in the form of a ‘*salary confirmation letter*’ provided by the agency.
10. The client agrees to:
 - a. Notify the agency as soon as possible after a decision to engage has been made.
 - b. Pay the placement fee and all advertising costs within ten (10) days of commencement date to ensure the guarantee period is validated. Non compliance will result in negation of the guarantee.

The Guarantee or Replacement Provision, can only be invoked if payment of all invoices is received as per these terms & conditions

LIMITATION OF LIABILITY

11. The agency agrees to make every reasonable effort to select candidates suitable to the client’s needs. The agency will not accept liability for any actions or behaviour of a candidate resulting in any loss, damage or expense however incurred. Nor does the agency accept any liability for any negligence, dishonesty, misconduct or lack of skill for any staff engaged by the client.
12. The agency is not liable for any claim arising from the conduct of a client in relation to their treatment and handling of the candidate and any candidate information.

MULTIPLE OR ADDITIONAL PLACEMENTS

13. Candidates introduced by the agency and subsequently appointed by the client or any subsidiary or related company or associate are subject to our standard placement fee as per the standard fee structure.
14. Introductions are confidential. Any candidates introduced to the client by the agency are not to be referred to any other business. The passing of an introduction to another employer that directly or indirectly results in an engagement will result in the normal placement fee being charged to the client.

PRIVACY

15. Clients are required to respect and protect the privacy of the candidates at all times.
16. The agency will advise all candidates short listed for the vacancy of the client’s identity prior to them meeting with you. This includes some candidates who may elect not to proceed with their application once they are aware of the client’s identity.

REFERENCES

17. All applicants are interviewed and carefully selected by the agency. We will conduct a maximum of three reference checks. The agency therefore would advise clients to take up any further reference checks before employment commences.
18. Candidate references are a summation of comments and information supplied by referees nominated by the candidate. The agency accepts no liability for the accuracy of information supplied by referees and communicated to the client.
19. More extensive reference checking to determine the accuracy and validity of information supplied by the candidate and referees can be undertaken by the agency if required. This caliber of reference checking is resource intensive, can take a considerable amount of time to complete and involves additional fees to be negotiated for individual cases.

SHORTLIST CANDIDATES

20. Candidates forwarded to the client will be the most suitable for the position available to the agency from various sources. This may include our existing candidate database, certain online job site databases and existing job networks. Candidate selection will be based on a review of the skills, experience and knowledge presented in the candidate's resumes, their responses to any questionnaires and information provided via email or telephone discussions and during any interviews they attend with a representative of the agency. We will not be responsible for any errors, omissions or deceptions that may occur in individual resumes.

ADDITIONAL ASSISTANCE & RESPONSIBILITIES

21. Medical Examinations, Medical History and Work Permits will be the client's responsibility.
22. The Agency is able to assist with the development of an employment contract should the client require it.

FEE STRUCTURE

Any positions not listed are negotiated prior to the engagement of TABMA NSW recruitment services.

POSITION	MEMBER RATE	NON MEMBER RATE
Management Estimators/ detailers	10 % of annual salary including superannuation <i>10 week guarantee period applicable</i>	14 % of annual salary including superannuation <i>10 week guarantee period applicable</i>
Internal Sales Sales Representatives Wood Machinists Supervisors Despatch Yard person/ orderman Any other experienced personnel	8 % of annual salary including superannuation <i>10 week guarantee period applicable</i>	12 % of annual salary including superannuation <i>10 week guarantee period applicable</i>
Office Administrators Forklift drivers Receptionists Labourers / general hands	5 % of annual salary including superannuation <i>10 week guarantee period applicable</i>	10% of annual salary including superannuation <i>10 week guarantee period applicable</i>

Plus reimbursement of media print advertising fees

I understand and accept the following terms and conditions.

Recruitment of the following position:.....

Company:..... **ABN:**.....

Street Address:.....

Postal Address:.....

Telephone:..... **Fax:**.....

Email:.....

Website:.....

Authorised signatory [please print name]:.....

Position:.....

Signature:..... **Date:**.....

