

# TERMS OF BUSINESS

[Rates are standard & are tailored to each client]  
By using ACM Healthcare, a client agrees to these terms of business

NAME OF CLIENT	
CONTACT PERSON	
POSITION	
ADDRESS	
EMAIL ADDRESS	
NUMBER	
FAX	

PERIOD OF TERMS	FROM:	TO:
PURPOSE OF TERMS	<p>The purpose of this document is for the recruitment services provided by ACM Recruitment Pty Ltd (hereinafter referred to as 'ACM Healthcare'.) to [_____]. This will include but not withstanding a detailed initial briefing on client organization, history and objectives, development of an agreed position specification, locating, interviewing, screening, pre-employment testing and short-listing applicants, applicant introductions and assistance with negotiations where appropriate.</p> <p>This is also outlined in detail in clause 2. THE CONTRACT</p>	

CLIENT FEE INVESTMENT PAYABLE: Subject to the Terms of this terms of business set out herein the following Fee Investment (as described herein) shall be payable by the Client to the Agency in the manner provided.

## PERMANENT INTRODUCTION FEE INVESTMENT

Total Remuneration Band	Permanent Introduction Investment
\$0 to \$79,999	[15]%
\$80,000 to \$99,999	[15]%
\$100,000+	[15]%

The permanent introduction Fee Investment payable is calculated by applying the relevant rate to the Applicant's Remuneration. The

relevant rate is the rate which corresponds with the remuneration band into which the Remuneration falls (as set out in the table above).

## FIXED TERM CONTRACT INVESTMENT

Length of Contract	Investment (% of the permanent introduction Fee)
0 - 3 Months	[15]%
3 - 6 Months	[15]%
6 - 9 Months	[15]%
9 - 12 Months	[15]%

If the Client employs an Applicant on a fixed term contract, a fixed term contract Fee Investment shall be payable by the Client in accordance with the table above. For calculating the permanent introduction Investment, the Remuneration for the equivalent role over a 12-month period shall be used and the corresponding rate as set out in 6A above shall be applied. If the contract duration is extended, or the Client

engages the Applicant in any capacity within 12 months of the expiry of the fixed term contract, the Client shall be liable for the balance of the permanent introduction Fee Investment regardless of the length of any extension or engagement. The fixed term contract Investment shall be subject to a minimum Investment of \$5,000.

## RETAINED ASSIGNMENT INVESTMENT – C'LEVEL & SPECIALIST MEDICAL VACANCIES

The Client may engage ACM Healthcare on a retained assignment to carry out a direct campaign to source Applicants for a specific role. The retained assignment Fee Investment shall be 25% of the Applicant's Remuneration, payable in stages as set out below:

**Retainer Fee Investment - 34% of the Fee Investment, due upon commencement of the retained assignment and non-refundable**  
**Shortlist Fee Investment - 33% of the Fee Investment, due upon introduction to the Client of the agreed number of Applicants who meet the agreed specifications and non-refundable**

**Completion Fee Investment - 33% of the Fee Investment, due upon an Applicant's commencement of employment with the Client**

7. For the purposes of calculating the permanent introduction Fee Investment in 6A and 6B above, and the retained assignment Fee Investment in 6C above: (1) the Remuneration will be the Remuneration accepted by the Applicant as set out in the offer letter; and (2) the Remuneration shall not be reduced by (i) the earlier termination of the Applicant's employment or (ii) any reduction in the Applicant's remuneration, howsoever arising.

## LOCUMS, AND ON-HIRE STAFFING

For Allied Healthcare Staffing: This will be worked out on a case by case basis against the relevant experience of the applicant and agreed between the agency and Client in a separate "Confirmation of Engagement."



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## DEFINITIONS

In this term of business, the following definitions apply:

“Applicant” means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff;

“Client” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Corporations Act 2001 (Commonwealth) to which the Applicant is introduced;

“Commencement Date” means the date this agreement is signed by both parties.

“Agency” means ACM Recruitment Pty Ltd.

“Agency’s Fee Investment” means the Fee Investment (or Fee Investments) payable by the Client to the Agency for the services provided under this Contract as set out in Clause 3 hereof.

“Engagement” means the engagement, employment or use of the Applicant by the Client on a permanent, temporary or casual basis, whether under a contract of service or for services, under an agency, license, franchise or partnership agreement, or any other engagement, directly or through a limited company of which the Applicant is an officer or employee.

“Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant

“Remuneration” includes base remuneration or Fee Investments, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of \$15,000.00 will be added to the remuneration to calculate the Agency’s Investment.

“Right” means that the Agency will be given exclusivity to the vacancy for an agreed upon timeframe.

“Refusal” means should the agency cannot produce an applicant with the suitable skillset within an agreed time frame the client can use an additional source i.e. secondary agency, additional recruitment from the panel.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in this Terms of business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1 The purpose of this terms of business is for the recruitment services provided by ACM Recruitment Pty Ltd (hereinafter referred to as ‘ACM Healthcare.’) to the client. This will include but not withstanding a detailed initial briefing on client organization, history and objectives, development of an agreed position specification, locating, interviewing, screening, pre-employment testing and short-listing applicants, applicant introductions and assistance with negotiations where appropriate, plus attendance at client’s offices as required.

2.2. This Terms of business constitutes the contract between the Agency and the Client and are deemed to be accepted by the Client by an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

The Agency endeavors to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

2.3. This Terms of business contains the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, This Terms of business prevail over any other terms of business or purchase conditions put forward by the Client.

2.4. No variation or alteration to This Terms of business shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied agreement is given to the Client stating the date on or after which such varied terms shall apply.

2.5 By virtue of an interview and/or receipt of a resume and/or signing this agreement and/or the engagement (which term includes employment or use whether under a contract of service or for services) of an Applicant introduced by the Company, you acknowledge that you have read and understood all of the terms and conditions of this agreement and agree to be bound by them and you warrant that you have the legal authority to enter into this agreement on behalf of your organization.

## NOTIFICATION AND FEE INVESTMENTS

3.1. The Client agrees:

To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;

To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and

To pay the Client Fee Investment within between **14** days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below; no Fee Investment is incurred by the Client until the Applicant’s written acceptance of the offer of employment has been received by the Client when the Company will render an invoice to the Client for its Investments.

3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% per annum above the base rate from time to time of the Reserve Bank of Australia calculated daily from and including the due date until the date of payment.

3.4. The Agency Investment payable to the Agency by the Client for an Introduction resulting in an permanent engagement is the amount equal to details above mentioned. GST will be charged on the Investment.

3.5 If the Engagement is extended beyond the initial fixed term or casual term or if the Client re-engages the Applicant within **12** calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further Agency Investment based on the additional Remuneration applicable for the period of engagement following the initial fixed term up to the termination of any further Engagement term of the Applicant or the first anniversary of its commencement, whichever is the sooner.

3.7. If the Client subsequently engages or re-engages the Applicant within the period of **12** calendar months from the date of termination of the Engagement or withdrawal of the offer, a full Agency Investment calculated in accordance with clause 3.4 above becomes payable, and non-refundable.

## GOODS AND SERVICES TAX (GST)

4.1. In This Preferred Supplier Agreement, GST means any goods and services or value added tax or any tax or charge of a like nature levied or imposed in relation to a supply (or deemed supply) of any goods, property, service or any other thing.

4.2. GST Amount is the amount calculated by multiplying the consideration provided (or deemed to be provided) for the relevant supply by the rate at which that GST is levied or imposed.

4.3. If GST is levied or imposed on, or in respect of any supply made under, or about, This Agreement, then the recipient of this supply must, in addition to the consideration provided (or deemed to be provided) for that supply, pay the GST Amount to the relevant person



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at the same time at which the consideration for the supply is payable.

## CONDITIONS

5.1. Fee Investments are charged on the appointment of any applicant introduced by us, and are payable in accordance with clauses 1 to 3, respectively.

5.2. Where an applicant has been submitted to the Client and is initially rejected by the Client or if the applicant rejects an offer of employment but then is subsequently employed by the Client in any capacity, up to and including 12 months after the initial introduction date, the Client shall be responsible for the full applicable Fee Investment resulting from such employment.

5.3. Where an offer of employment has been made to the applicant in writing by the Client and is subsequently withdrawn after acceptance by the applicant through no fault of the applicant's, full recruitment Fee Investment as outlined in the Permanent Introduction section on page 1 of these terms, will be payable by the Client.

5.4. Where there is an intention to offer a formal contract of employment to an applicant after an initial trial or probationary period or after a fixed term contract or otherwise, it will be deemed that an agreement has been entered between the applicant and the Client for an appointment of the applicant for full time/part-time employment and Fee Investments will be charged in accordance with the scale in clause 3.

5.5. A Fee Investment will be charged to the Client if any person appointed by the Client was employed by us prior to their appointment with the Client and such appointment arose because of the Client's normal business dealings with the Agency. The Fee Investment payable will be in accordance with clause 3.

5.6. Making any offer of employment to any applicant introduced by or on behalf of the Agency is deemed to be acceptance of all this term of business and conditions of business.

5.7. Any out of pocket expenses that may be incurred by the Agency shall be agreed with the Client prior to these occurring and shall be billed at cost. This may include pre-employment testing, national criminal record

checks, working with children checks OR all necessary checks, completed to onboard an applicant.

## 6. REFUNDS (PERMANENT PLACEMENTS ONLY)

6.1. To qualify for the following refunds, the Client must have paid the Fee Investment in accordance with the Agreed Terms (and to the extent that any balance is unpaid, such balance must be paid in full notwithstanding the provisions of the Agreed Terms), must notify the Agency in writing of the termination of the Engagement within **7** days of its termination and must also not have any outstanding Investments to the Agency. If Fee Investments were paid outside This Terms of business the Client shall forfeit any refund.

6.2. If the Engagement terminates before the expiry of [13] weeks from the commencement of the Engagement (except where the Applicant is made redundant) the Fee Investment will be refunded in accordance with the accompanying Scale of Refund set out in he schedules below to these Terms of Business.

Month in which the applicant leaves	% Of Introduction Investment Refunded
Month 1	75.0%
Month 2	50.0%
Month 3	25.0%

**\* There will be no refund where the Applicant leaves during or after the 13th week of the Engagement. – This refund is only applicable to UPFRONT FULL AMOUNT placement option at the agreed upon percentage.**

6.3. In circumstances where clause 3.6 applies the full Fee Investment stated in clause 3.4 is payable and there shall be no entitlement to a refund.

6.4. No refund shall be payable in relation to locum (casual/temporary) positions filled by the Agency.

## 7. CANCELLATION OF FEE INVESTMENT

7.1. If after an offer of Engagement has been made to the Applicant, via signed official client employment contract, the Client decides for any reason to withdraw it within 21 days of applicant start. The Client shall be liable to pay the Agency a minimum Fee Investment of **[5%]** of the applicant's first year remuneration, less any amounts for internal administrative tasks undertaken i.e. National Criminal Record Checks & Working with Children's Checks, client pre-employment testing, these amounts will be agreed between the agency and the client prior to the Investment being paid.

## 8. INTRODUCTIONS

8.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details

regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's Fee Investment as set out in clause 3.4 with no entitlement to any refund.

8.2. An introduction Fee Investment calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged because of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

8.3. Where the amount of the actual Remuneration is not known the Agency will charge a Fee Investment calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged about any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

## 9. SUITABILITY AND REFERENCES

9.1. The Agency endeavors to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorization which the Client considers necessary or which may be required by law or by any professional

body; and that the Applicant is willing to work to work in the position which the Client seeks to fill.

9.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 9.1, as they have reasonably been able to ascertain. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public holiday) save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

9.3. The Agency endeavors to take all such steps and pre-employment checks, as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position for which the Client has applied, this will include but not withstanding any National Criminal Record Checks & Working with Children's Checks, and employee testing

9.4. The Agency endeavors to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position, which the Client seeks to fill.

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9.5. Notwithstanding clauses 9.1, 9.2, 9.3 and 9.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

9.6. To enable the Agency to comply with its obligations under clauses 9.1, 9.2, 9.3 and 9.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorization which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

### 10. SPECIAL SITUATIONS

10.1. Where the Applicant is required by law, or any professional body to have any qualifications or authorizations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorizations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event

#### 11A. LIABILITY

11A.1. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

#### 11B. INDEMNITIES

11B.1. The Client shall indemnify and keep indemnified the Agency, its officers, employees and agents (Indemnified Parties) in respect of any loss damage claim

or action suffered by the Indemnified Parties because of the Client's breach of any terms of this Agreement.

11B.2. The Client's obligation to indemnify the Indemnified Parties set out in clause 11B.1 is a continuing obligation and is separate and independent of the Client's other obligations and shall survive the expiration or termination (howsoever effected) of this Agreement.

### 12. GENERAL

12.1. All notices sent pursuant to this Terms of business shall be sent in writing. Notices may be sent by post, by fax or email. Correctly addressed notices sent by prepaid first-class post to the registered office of a party shall be deemed to have been delivered 2 days after posting. Correctly directed fax transmissions shall be deemed to have been received on transmission as evidenced by the transmission report. Correctly addressed emails shall be deemed to have been delivered on dispatch, as evidenced by hard copy printout.

### 13. LAW

13.1. This Terms of business are governed by the law in force in State of New South Wales

### 14. SEVERABILITY

14.1. If any part, term or provision of this Terms of business shall be held illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected