



SUTHERLAND
PEOPLE

Terms of Business

Sutherland People appreciates your business and looks forward to recruiting the best people for you.

Permanent Placement

- Terms of Payment are full payment within 30 days of date of invoice. Guarantee periods are not valid if payment is not made to these terms. Our invoices will be tax valid for the purposes of GST which will be added to the total of all invoices for the services provided by Sutherland People.
- Sutherland People permanent placement fees are for search, selection and appointment of candidates and calculated as a percentage of the total annual candidate remuneration package. Sutherland People will invoice the customer following the customer's appointment of the candidate or candidates.
- Introductions are commercial in confidence. Placement of any candidate presented by Sutherland People within six months of the date of introduction within the customer company or any subsidiary, affiliated or related company, is subject to the placement fee.
- All information supplied by Sutherland People whether written or verbal is confidential and should not be disclosed to any other party without the express written consent of Sutherland People.
- Candidate verification and reference checking is carried out as far as is practicable. Sutherland People makes every effort to ensure the suitability of candidates presented. Sutherland People cannot however accept any responsibility for any claim, error, loss, expense, damage or delay however occasioned by submitted or successful candidates.
- Sutherland People will not be liable for any untrue statements or misrepresentations made by candidates or for the accuracy or completeness of information supplied by the candidate or third party. The client is responsible for satisfying itself as to the suitability of the candidate for the position offered prior to appointing the candidate.
- Candidate guarantee – the Sutherland People guarantee is effective for three months from placement commencement date. If for any reason the candidate or client terminates employment apart from client restructure, redundancy or redeployment, we undertake to find a suitable (unguaranteed) replacement at the same level for no additional placement fee. Should a replacement not be available or required by client, Sutherland People will hold a credit open for six months up to the value of the fee already charged and paid for one position only. A replacement appointment at a higher remuneration package will attract an adjustment fee at the original percentage.
- Service guarantee: our work is guaranteed to the complete satisfaction of the client. If the client is not completely satisfied with our services, we will, at the clients option, either waive the professional fee or accept a portion of those fees that reflects the clients level of satisfaction. The service guarantee applies until the date of candidate appointment.

Sutherland People Pty Ltd

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These terms and conditions are deemed to be the basis of our agreement to supply permanent appointments or contract staff to the client and are effective upon candidate referral.

Client Company Name:

Date:

Contractor Service

- Terms of Payment are full payment within 14 days of date of invoice to reimburse payment of contractor's fees and all statutory on-costs paid by Sutherland People on the client's behalf. Our invoices will be tax valid for the purposes of GST which will be added to the total of all invoices for contractor services provided by Sutherland People.
- All rates and conditions are subject to change without notice when affected by variation in legislative and/or statutory on-costs and will be adjusted from the date designated for implementation of the variation decision.
- The client must clearly brief Sutherland People on the requirements of the assignment and duties to be performed by the contractor. Sutherland People are to be notified immediately should there be any change to these duties or system of work.
- It is imperative that the client provide a safe working environment and system of work, without risks to health and also provide information, instruction, training and supervision of Sutherland People contractors as necessary to enable them to perform work in a manner that is safe and without risk to health.
- In the event that the client determines that a candidate introduced by Sutherland People should be engaged to provide the services, the client's arrangements are with Sutherland People and not with the contractor.
- Sutherland People will not present candidates to the client unless they specifically advise us that they have not previously been introduced to the client in relation to the particular client assignment or requirement.
- Where the contractor is engaged as an independent contractor by Sutherland People the contractor is not an employee, servant or agent of Sutherland People. Where the contractor is engaged by Sutherland People as a temporary employee such as employment only exists to facilitate the engagement of the contractor by the client. Sutherland People shall not be liable in anyway whatsoever for any financial or other loss that may be suffered or incurred by the client as a result of the services rendered to the client by the contractor.
- Other than in the case of default or unsatisfactory performance by the contractor, where no notice of termination is required, the assignment may be terminated by either party upon giving to the other one day's notice after the services have been satisfactorily provided for one week. Thereafter the minimum notice period will be as directed by the client.
- Unless otherwise agreed Sutherland People will pay the contractor and invoice the client from details shown on an approved timesheet.
- Should the period of engagement of the contractor extend beyond the anticipated assignment period, all other conditions will continue until varied in writing by the client and accepted by Sutherland People.
- Worker's Compensation insurance and contributions under the Superannuation Guarantee Act are provided by Sutherland People when required by the relevant legislation and Sutherland People holds Public Liability Insurance cover up to a \$10,000,000 limit.
- If the client appoints a Sutherland People contractor to permanent staff or on direct contract through a subsidiary, affiliated or related company or through any third party entity, within twelve months of the last Sutherland People assignment with the client, then permanent placement fees apply. The client will be invoiced by Sutherland People as follows:
- Length of contractor's engagement / fee due:
 - Less than 6 months – 100% normal placement fee
 - 6 to less than 12 months – 75%
 - Greater than 12 months – 50%
- The candidate guarantee does not apply unless 100% of the normal permanent placement fee has been paid.

Client Representative Name:

Signature of Authorised Client Representative:
