



Macro Recruitment Terms of Business

Permanent Recruitment

MACRO has 3 Recruitment Models for Permanent Recruitment.

No Placement = No Fee model

Wherein for a period of two weeks (the exclusivity period), you engage MACRO to be the only agency to source candidates for a specific vacancy.

This does not prevent you from sourcing your own candidates from your own advertising.

If you do hire a candidate from another agency within the exclusivity period, you agree to pay MACRO a fee of \$500 to cover MACRO's costs.

The permanent placement fee is a percentage of the successful Candidate's Package:

Office Administration staff: 12%

Sales staff: 13%

Trades Staff: 13%

All other skill sets are 15%

For candidate packages less than \$50,000, a flat fee of \$4000 applies.

Managed Services model

Wherein you engage MACRO to provide recruitment services on an hourly rate of \$60 per hour plus any pre-agreed costs. Pre-agreed costs could include advertisements, testing or payroll services.

When a placement is made there is an additional placement incentive bonus as follows:

Permanent Placement: 5% of successful Candidate's Package

Contract Placement: 10% of the successful candidates hourly rate

Premium Service model

Wherein you engage MACRO to undertake a comprehensive advertisement campaign and headhunting campaign for a specific vacancy.

The Advertisement Payment is a non-refundable Retainer fee.

Advertisement payment is 5% of the anticipated Package.

Placement fee of 10% of the Candidate's Package.

Contractors

Contractor rates are dependent on market rates and will be quoted on an individual basis when we send the contractor's details to you.

1. Introductions

1.1 An introduction is defined as MACRO alerting you to a candidate that has not been represented to you in the past 9 months. You agree to pay MACRO the recruitment fee should you hire a candidate introduced by MACRO within a period of thirteen (13) months.

1.2 A re-engagement is defined as on-hiring or re-employing a candidate placed by MACRO within a period of 13 months after the end of a contract. You agree to pay MACRO the recruitment fee should you re-engage a candidate placed by MACRO.

1.3 If another agency represents the same candidate after MACRO has placed or introduced them to you, then the recruitment fee is still payable to MACRO for the initial introduction or placement.

1.4 If another agency represents the same candidate to you without the candidate's consent, this is not taken as them introducing them to you.

1.5 You agree to notify MACRO immediately once an employment offer has been made and/or accepted by a candidate that MACRO has represented to you.

1.6 Introductions are confidential. You agree that if a candidate that MACRO represented to you is engaged by another party to whose attention the candidate has come as a result of your introduction, then you shall pay the recruitment fee to MACRO as if the candidate was placed with you.

1.7 Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 13 calendar months from the date of termination a sole supplier fee becomes payable (with no entitlement to a replacement guarantee).

2. Candidate's Package

2.1 The Candidates Package is defined as the candidate's annual full time equivalent salary package plus superannuation, 50% of the anticipated on-target-commissions and bonuses, car allowance, any other remuneration related benefits, and company car valued at \$15,000 if applicable.

3. Replacement Guarantees

3.1 Should a Permanent Placement provided under the Premium or Sole Supplier Service cease to be employed by you within 12 weeks from the commencement date; MACRO shall make all reasonable efforts to secure a suitable replacement.

3.2 The replacement guarantee will only be offered if;

- a. our invoices being paid within the Payment Terms listed herein;
- b. We have been notified in writing within seven (7) days of the termination;
- c. The replacement is for reasons other than redundancy, restructuring, change of management or significant change in job description;
- d. It is the first replacement only for that role;
- e. Offered for the same position, at the same salary, in the same department. Any alterations to the role, including a higher salary, may result in a partial or full fee for service;
- f. Utilized within 3 months of the candidate leaving.
- g. The candidate was not engaged as a contractor prior to permanent placement
- h. engaged under the Premium or Sole Supplier Service

3.3 Should the candidate not start we will refund your placement fee and restart the brief.

3.4 Should we fail to source a replacement candidate within one (1) month of being notified of a termination and the conditions of 3.2 above have been met, MACRO will issue you with a refund of the placement fee within seven business days.

4. On-hired Contractors, Casuals and temps (herein referred to as "Contractors")

4.1 You agree to verify and sign the contractors' time-sheets each week and forward them to MACRO by close of business each Monday.

4.2 Your representatives' signature on the time-sheet constitutes acceptance that the contractor has performed the work to your satisfaction for the hours indicated on the time sheets.

Failure to sign the time sheets does not alter your liability to pay for hours worked.

You agree that all work performed by the contractor for you will be and is under your direct control.

4.3 All Contractors are assigned under your supervisions and control. Any acts, errors and omissions of the contractors; be they wilful, negligent or otherwise for the duration of the assignment are your responsibility.

MACRO cannot accept the responsibility for any claim, error, loss, expense or damage caused through any misconduct, dishonesty or lack of skills by submitted or successful candidates.

4.4 If you wish to transition one of our contractors from temporary to permanent the client will speak first directly to MACRO Recruitment. A permanent placement fee (Contract buy-out rate) will apply. A guarantee will not apply to such placements.

4.5 You agree that instances where the contractors' performance is called into question you will notify MACRO no later than 48 hours following their occurrence and that all such notification shall be made in writing and addressed to the Managing Director of MACRO.

You agree that verbal notifications of such instances are not acceptable to MACRO.

Claims for adjustments of invoices will not be entertained by MACRO where it is in possession of a completed time-sheet duly verified and signed by your representative.

4.6 If you are not satisfied with the candidate provided by MACRO and wish a replacement, you will first speak directly with MACRO about the replacement.

4.7 Each contractor will be provided to you as per the terms listed in the proceeding draft contracts for contractors and casual workers.

5. Directly Employed Contractors, Casuals and temps (herein referred to as "Employed Contractors")

5.1 An Employed Contractor is defined as an introduced candidate being hired by you under a non-ongoing employment contract (Contract, casual or temp arrangement).

5.2 All payroll liabilities for Employed Contractors are maintained by you.

5.3 MACRO's fee is 15% of the Employed Contractor's wages. The fee is billed pro-rata weekly for the duration of any contract, casual or temp engagements between you and the candidate.

5.4 All non on-hired contractor placements are deemed as Permanent placements in the absence of sighting a contract agreement between the candidate and the employer prior to them starting.

7. Payment Terms

7.1 All prices quoted are exclusive of GST.

7.2 A minimum charge of \$4000 applies to all permanent placements, except the managed services model.

7.3 Recruitment Services hourly fee and advertisement costs are invoiced weekly and due 7 days after invoice.

7.4 Invoices for permanent placements are sent on the day that the candidate accepts the offer. All fees become payable 7 days after invoice.

7.5 The Premium Service Advertisement fee is not refundable and is paid prior to commencement.

7.6 Invoices for Contractors times worked are sent each Monday.

7.7 Time is of the essence in relation to contractor payment. If you fail to pay on time then without prejudice to any other remedy we may; cancel or suspend supply of contractor employees, charge you interest calculated daily and compounded monthly at 2% above the base rate of BOQ at the date of payment and the costs of recovery (including on a full indemnity basis and legal costs).

7.8 Should the Business be forced to take legal action to recover any debt, a Debt Recovery Fee of 10% of the invoice value applies. MACRO will also be entitled to claim Court Costs and any associated legal fees and charges. Any legal matter arising out of non-payment of any invoice will be dealt with in Victorian Courts.

8. Suitability & Liability

8.1 MACRO endeavours to ensure that all candidates introduced to you are suitable for the position. Notwithstanding this, you shall satisfy yourself as to the suitability of any introduced candidate, and shall investigate any references, qualifications, and evidences of medical history (if required) provided by the candidate and/or MACRO before engaging the candidate.

8.2 Neither MACRO nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

8.3 MACRO is not responsible for any loss, expense, damage or delay, however occasioned. MACRO is not liable for any injury, loss or damage to persons, property or business arising directly or indirectly from any act or omission of the candidate or MACRO even if the act or omission is negligent or fraudulent or reveals dishonesty.

9. Privacy

9.1 Candidate details are made available to you on a confidential basis. You agree not to disclose said details to a third party and furthermore to respect the privacy of the candidate and treat such information in accordance with the privacy laws of Australia.

10. Acceptance

Acceptance is made either by:

- a. You signing and returning this document; or
- b. You confirming acceptance by email; or
- c. You requesting that a candidate be submitted for consideration for a position or by
- d. You engaging a candidate introduced by MACRO Recruitment.

This service agreement supersedes all earlier signed service agreements.

Please return a signed copy of all pages of this agreement to MACRO by email to Jobshop@macrorecruitment.com.au

Registered Company name

ABN

Signed

Position

Date

MACRO Recruitment

ABN: 25 103 297 552

Signed

Date

