

1. The Terms

These Terms and Conditions are between the client and the client employer. The companies within the Maxum Recruitment (Maxum) hereinafter called "Maxum" and the Client Employer, hereinafter called the "client".

2. Acceptance of Terms

Signing these terms below or agreeing to them verbally or via electronic form (email), your receipt of a resume, interviewing or engagement of a candidate in any capacity, or the passing to any other party resulting in an introduction to you by us, will be taken as your acceptance of these terms. Any alterations to the Terms of Business must be confirmed in writing by a Director within Maxum.

3. The Client Agrees

- To notify Maxum immediately when an engagement is accepted and;
- To pay the fee of Maxum, within 14 days after the date of the tax invoice and;
- If the Client defaults in payment of any invoice when due, the Client shall indemnify Maxum from and against all costs and disbursements incurred by Maxum in pursuing the debt including legal costs on a solicitor and own Client basis and Maxum collection agency costs.

4. The Fee Payable

The fee payable to Maxum by the Client for the introduction of a candidate is an amount equal to a percentage of the total annual remuneration package offered by the Client to the candidate.

- Salary Package up to \$49,999 - 12%
- Salary Package \$50,000 to \$99,999 - 14%
- Salary Package above \$100,000 - 18 %

The package is described as annual base salary, superannuation, and if applicable a Company car which will be valued at \$15,000 per annum.

5. Part-time

Our fee for a part-time placement is based on the annualised salary package. If a candidate is required to work part-time for 19 hrs a week or less, 50% of the permanent fee will apply. If a candidate is required to work 20 hrs a week or more the full permanent fee will apply. (These calculations are based on an average 38 hr week).

6. Executive Search

A fee will be negotiated and agreed to in writing on an assignment basis prior to commencing the assignment.

7. Guarantee

In the event of the candidate leaving, except for the retrenchment, change of job specification, harassment or any breach of anti-discrimination legislation of the candidate within twelve (12) weeks of commencing employment, Maxum guarantees to provide one (1) suitable replacement, for the same position based on the terms below.

- The guarantee applies when the Client has paid Maxum's fee within 14 days of the commencement of the engagement as per Clause 3.
- If an immediate replacement is not required a credit note will be issued and valid for a 12 month period.

(Please note: Maxum does not provide refunds)

8. Display Advertising

Any Client paid display advertising agreed to by the Client in writing will be charged to the Client direct from Maxum. All invoicing for Client paid advertising will be charged immediately after the expense has been incurred.

9. Introductions are Confidential

- The passing on of a candidate's details to another party, which results in an engagement, renders the Client liable to payment of Maxum's fee as set out in Clause 4.
- The Client will be subject to a placement fee should they decide to appoint a candidate introduced through Maxum by supplied resume or interview, in either a permanent or contract capacity, within a period of 12 months from the interview or introduction.

10. Suitability

Maxum agrees to make every reasonable effort to ensure the suitability of candidates on behalf of Clients but cannot accept responsibility for any loss, expense, damage or delay, however occasioned.

11. Staff

If the introduction of an employee at Maxum results in an engagement by the Clients this renders the Client liable to the standard Terms of Business as set out in Clause 4.

12. GST

Unless specified the amounts payable to Maxum under this agreement do not include a Goods and Services Tax (GST). If any GST is or becomes payable under this contract in respect of the supply of services, you must pay GST to Maxum at the same time as paying for the services

13. Credit Check

The Client and/or the Guarantor/s agree for the Maxum to obtain from a credit reporting agency a credit report containing personal credit information about the Client and the Guarantor/s in relation to credit provided by the Company (supply of pay-rolled temporary/contract staff)

14. Authority

The person signing this agreement on behalf of the Client warrants that he or she has the authority to bind the Client.

15. Special Conditions

N/A

I accept these terms

Client Signature

Title

Company Name

Print Name

Date

ABN

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