

# REESBY.

Terms and Conditions  
Reesby Pty. Ltd. ABN 88 614 446 785  
IT Recruitment Services

*\*THIS DOCUMENT IS STRICTLY CONFIDENTIAL\**

## Terms and Definitions

In these terms and conditions of business:

**Candidate/s** mean those prospective employees or applicants, people, person/s, referrals, contractor/s. ;

**Applicant** means a person who is available for Engagement that is Introduced to the Client by Reesby Pty. Ltd. this term can also be used alternatively with the word Candidate, contractor/s;

**Client** means that person, group, firm, company, business, authority or organisation to whom an Applicant is Introduced, or to which a role is discussed or described, this can extend to any party which represents your organisation, or company or business that deals with or interacts with or communicates with or to Reesby Pty. Ltd., used interchangeably with *You* or *Your*;

**Engagement** means engagement of the services of an Applicant, whether as a permanent employee or a contractor or any other capacity by which they will be paid for work by:

the Client;

- (a) a related body corporate of the Client; or
- (b) any other third party as a result of the Applicant being Introduced the Client;

This word can be used interchangeably with hire, employ.

**Fee** is the cost for services payable by You or your organisation or company to Reesby Pty. Ltd. and is in Australian Dollars plus GST; fees apply from date of offer and are payable within 10 business days of invoice.

**Reesby Pty. Ltd.** means Reesby Pty. Ltd including its employees, directors and its related bodies corporate. Operating within Recruitment Services in an introductory nature;

**Introduced** includes notification, in any matter whatsoever and whether direct or indirect and **Introduces** has a corresponding meaning. Which can mean mentioning the name verbally or in writing, or describing the candidates work history or skill set, or submission of their Resume, CV, Cover letter or any contact information.

**Already Represented** means if documented evidence can be proven that the applicant had already submitted a resume for the exact position, role or requirement which you engaged Reesby Pty. Ltd. to recruit for up to **2 weeks** prior or was hired or employed by the client less than **2 weeks** prior to the candidate being submitted by Reesby Pty. Ltd.; directly to you or via another recruitment agency; and the date of the CV or Resume Submission to you for that role can be proven with incontestable evidence in writing, to have been less than **2 weeks** prior to the date of introduction by Reesby Pty. Ltd.; and it is subsequently confirmed by the candidate that they are represented by the other agency and gave their written authority to be represented, then that candidate will not be considered to have been *introduced* to you by Reesby Pty. Ltd. and no fees will apply. However, you must notify Reesby Pty. Ltd. in writing prior to interviewing the candidate that this candidate has already been submitted in this manner and prove with evidence. If rightful contradicting evidence can be proven to suggest this to be incorrect, then fees will apply as outlined in this contract. The date commences from the time the role was discussed with the candidate and Reesby Pty. Ltd. or an authority to represent was sent via email, or when the candidate was introduced to You(the client); whichever is earliest.

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**Requirement/s** means the job/s, position/s vacancy/ies or role/s which you have engaged or described to Reesby Pty. Ltd. to submit a candidate for. This may be used interchangeably with Job/s, Position/s, Title, Role/s.

**Salary Package** means the sum of the moneys and moneys worth of all salary, wages, employer superannuation contributions, bonuses, commissions the Client (or other employer) has expressed or implied will be paid to an Applicant upon their commencement as a permanent employee for their first year of employment, provided that if this amount is increased in the first 3 months of the date of Engagement the Client must notify Reesby Pty. Ltd. and the Salary Package will be deemed to be the increased amount.

**You** means the legal entity to whom these Terms and Conditions have been sent, or any group company or related entity (as those terms are defined by current legislation) who requests the provision of services or accepts provision of services. You can be used interchangeably with *Client*.

**Exclusivity** means that you agree to work with Reesby Pty Ltd solely, and to not accept candidates, interview candidates or directly approach any candidates through other agencies or through your own means who are not presented to you or discussed with you from Reesby Pty Ltd.

**Loss** means any loss, liability, monies, profit, cost, expense, claim, proceeding, demand or damage;

## 2. Commencement and Acceptance of Terms

You will be regarded as having agreed to all of these terms and conditions if You:

- a) interview, contact, communicate with a candidate for employment who Reesby Pty. Ltd. introduces/d to You; or
- b) employ, hire or engage a person Reesby Pty. Ltd. introduces/d to You; or
- c) refer a person Reesby Pty. Ltd. introduces/d to You to a third party who then employs or engages that person; or
- d) employ or engage a person already working for You under these Terms and Conditions on a new assignment.

This applies in relation to any person we introduce to You within 12 months prior the date of Your interview, employment or reference.

2.1. These terms and conditions of business apply on and from the date Reesby Pty. Ltd. Introduces an Applicant to the Client.

2.2. The arrangement of an interview/s or Engagement of an Applicant Introduced by Reesby Pty. Ltd. constitutes acceptance of these terms and conditions of business.

## 3. Notification

3.1. The Client must notify Reesby Pty. Ltd. in writing immediately upon the Engagement of an Applicant and must provide Reesby Pty. Ltd. with details of the terms agreed and, in relation to a permanent or contracting employee, the Salary Package and if requested by Reesby Pty. Ltd., any other information Reesby Pty. Ltd. may require in relation to such Engagement

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#### 4. Fees

<b>SALARY</b> Total Annual Gross Remuneration	<b>FEE</b> Percentage of Total Annual Gross Remuneration payable as Recruitment Fees
Up to \$139,999 Total Salary Package	12% (Discounted fee) + 20% off the total recruitment cost for your first hire
\$140,000- \$189,999 Total Salary Package	13%
\$190,000- \$239,999 Total Salary Package	14%
Equal to or above \$240,000 Total Salary Package	15%
Contractor	\$70.00 Per Day Worked on top of the contractors Daily Rate (8 hours = 1 day)

*This table is for the purpose of demonstrating the fees please read below for the actual outline of fees where disparity exists the wording below prevails. "Total Annual Gross Remuneration" means total annual remuneration, including base salary, employer superannuation contributions (including compulsory contributions) and bonuses. The value of any additional benefits will be reasonably determined by Reesby Pty Ltd if specific values are not provided by the client. Where a Candidate is placed in a part-time or fixed term role the Total Annual Gross Remuneration will be calculated based on a pro-rated full-time equivalent salary.*

- 4.1. The fee payable by the Client in respect of each permanent employee or candidate placed is:
- (a) in the case of a Salary Package up to \$139,999 total salary package the fee is **12%** of the total salary package. (plus 20% off the total final recruitment cost for the first hire)
  - (b) in the case of a Salary Package equal to or between \$140,000- \$189,999 then the fee is **13%** of the total salary package .
  - (c) in the case of a Salary Package equal to or between \$190,000-\$239,999 then the fee is **14%** of the total salary package.
  - (d) in the case of a Salary Package equal to or exceeding \$240,000 then the fee is **15%** of the total salary package.
  - (e) If you make an offer of employment or engagement in writing or verbally and subsequently withdraw it or change the description or details of the requirement (through no fault of the candidate) this includes offering a lower salary to the candidate than the candidate was knowingly presented to you or negotiated during the process and is subsequently rejected or not accepted by the candidate, then a standard \$2,000 (one third of the total) fee will apply for the work and time invested and potential loss of profit from placing the candidate elsewhere.



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- (f) Search and special assignment fees are payable by negotiation and a new contract will be issued.

4.2. The fee payable for Fixed Term Permanent Placements and Permanent Part-time placements will be calculated pro-rata in correspondence with the relevant fee percentage bracket as outlined above depending on their salary. Internship or trial periods for any candidates, even if unpaid are considered an offer of employment and a fee will be charged.

4.3. **THIRD PARTIES AND DELIBERATE OR NON-DELIBERATE AVOIDANCE OF RECRUITMENT FEES.**

All information (written or verbal) regarding candidates must be treated by You as confidential and must not be disclosed to any third party. If a candidate introduced by Reesby Pty. Ltd. subsequently gains employment as a result of any such disclosure to a third party, a placement fee will be due and payable by the client who received the initial introduction.

You (The Client) agree to not employ or engage candidates introduced to you by Reesby Pty. Ltd. for **12 months** from the date of introduction without notifying and paying Reesby Pty. Ltd. the rightful fees as outlined in this contract. You also agree to not introduce candidates to third parties for employment in an attempt to avoid paying the fees outlined in this contract. If you do engage a candidate or refer a candidate to be employed to third parties, the relevant fees will be charged to You/ Your organisation and you agree to pay these charges. You also agree to not directly approach any candidates from Reesby Pty Ltd's social media accounts with intent to hire these candidates.

4.4.

If within **12 months** of the later of:

- . (a) an Applicant being Introduced to the Client; and
- . (b) the termination of an Applicant's Engagement as a contractor in less than 12 months, the Applicant is Engaged in any capacity whatsoever other than through Reesby Pty. Ltd. then the Client must provide Reesby Pty. Ltd. with the details of the employment and pay the Fee/s calculated in accordance with clause 4 and 6.

If the You (The Client), or any third party involved, is unwilling to provide Reesby Pty. Ltd. with the details of the Salary Package or fails to notify Reesby Pty. Ltd. of the Engagement then Reesby Pty. Ltd. has the right to reasonably assume the salary amount or contract length by which the candidate is engaged.

If the salary information is not provided, for those salaries Reesby Pty. Ltd. reasonably assumes are up to \$139,999 total salary package then the Fee of **12%** of the total salary package is payable by you.

If the salary information is not provided, for those salaries who Reesby Pty. Ltd. reasonably assumes are between \$140,000- \$189,999 the fee of **13%** of the total salary package is payable by you.

If the salary information is not provided, for those salaries who Reesby Pty. Ltd. reasonably assumes are equal to or between \$190,000-\$239,999 then the fee of **14%** of the total salary package is payable by you.

If the salary information is not provided, for those salaries who Reesby Pty. Ltd.

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reasonably assumes are equal to or above \$240,000 then the fee of **15%** of the total salary package is payable by you.

In the case of an Applicant who is engaged as a contractor without notifying Reesby Pty. Ltd. a flat fee of \$1,400 per month of the contractor engagement will be charged (this is a calculated figure at a charge rate of \$70.00 per day 5 days of the week for a month). If the client does not provide Reesby Pty. Ltd. with the amount of days or months the applicant has worked Reesby Pty. Ltd. can charge up to \$1,400 for up to 12 months for the duration Reesby Pty. Ltd. reasonably assumes has been worked by the applicant.

Any fees payable by the Client pursuant to this clause in 10 days of the offer.

Interest may be charged at a rate of 5% accruing daily on any amount not paid within the period set out and shall accrue daily until the outstanding balance is paid.

- 4.5.** The fees described in this clause 4 and 6 and Hourly/Daily charges for Contractors are described may be exclusive of goods and services tax and any other additional government imposed taxes and charges wherever those charges are lawfully applicable.

## **5. Limitation of liability**

Except as required under the current Trade Practices Act Reesby Pty. Ltd. makes no representations and give no warranties expressly or impliedly to the suitability of a Candidate for a particular position. While Reesby Pty. Ltd. endeavours to provide suitable Candidates, it is the Clients responsibility to verify the authenticity and accuracy of the references and qualifications and to satisfy itself of the suitability of an Applicant for any particular position and their ability to operate any equipment. You the client are responsible to describe the role and responsibilities of any job or requirement to the candidate, Reesby Pty. Ltd. is not liable for any representations made to the candidate around the responsibilities or role duties and or company culture, location, work hours, or salary.

The Client is responsible for obtaining any work or other permits and ensuring that an Applicant satisfies any medical requirements or other qualifications or insurances needed or to validate any details surrounding the candidate or applicant regarding their work history or any details taken into consideration for hiring. The offer of employment to a Candidate and the consequences thereof following the introduction of that Candidate by You are entirely at Your own risk.

The Client is liable to pay the Candidate the appropriate wage/salary, Tax's ,superannuation and any insurances or payments to the candidate and Reesby Pty. Ltd. is not responsible for anything other than providing candidate options to the client.

Reesby Pty. Ltd. shall have no liability for any loss damage or cost related to the fact that such details are found to be incorrect or misleading. To the extent permitted by law, Reesby Pty. Ltd. shall not be liable for any damage, costs, expenses, delay or any other direct or indirect loss (including loss of profits or consequential loss) whatsoever arising from any failure to provide Applicants/candidates or staff or the non-attendance of Applicants or staff at any time or the negligence, misconduct or lack of skill of any Applicant.

Reesby Pty. Ltd. has no responsibility for the payment in relation to the applicants: remuneration; payroll tax and other taxation required by the Australian Taxation Office; workers compensation payments; superannuation guarantee charges.

Contractors supplied by Reesby Pty. Ltd. are deemed to be under the direction, care and control of the Client from the time they report to take up duties for the duration of the

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assignment. The Client will in all respects comply with all statutes, regulations and other legal requirements to which the Client is ordinarily subject in respect of the Client's own staff. Although unlikely, Reesby Pty. Ltd. may replace Contract or Temporary Employees on 24 hours' notice to You, if it is required.

You are responsible for meeting all Your obligations under relevant Occupational Health & Safety ("OHS") laws. These obligations include, but are not limited to: ensuring that the work environment is safe. This includes being able to demonstrate that hazards have been identified and risks controlled in all plant and equipment, materials and substances and notifying the candidate if any risk is present. Verifying that candidates provided to you have the necessary skills, experience and, where required, licenses, to perform the services safely; Providing adequate induction, safety training and supervision and ensuring that the services are being conducted safely.

If required, Reesby Pty. Ltd. may withdraw a candidate from any stage of the recruitment process at any given time and may cease working with the Client and the client must not contact, communicate or hire the candidate/s or the fees will still be applicable as outlined above.

## 6. Contract engagements

A daily fee will apply for introductions for a Contractor, but the contractor cannot be placed with Reesby Pty. Ltd. or employed by Reesby Pty. Ltd.. This fee would be a fee of **\$70.00 Per Day worked** (8 hours work = 1 work day) by the contractor for the full term of the contract engagement plus its extensions. It will be your companies responsibility to employ, pay superannuation or insurance for this type of arrangement. This payment is payable to Reesby Pty. Ltd. on the same pay schedule of which the contractor is employed at.

If after the contractor engagement ends or during the contract engagement, the client hires or engages the candidate permanently, a fee will apply as set out above in **section 4** (4.1,4.2,4.3,4.4, 4.5 and 6) minus **10%** of the **total** recruitment fee cost.

## 7. Replacement guarantee for permanent engagements

7.1. If:

- (a) a permanent employee terminates their employment with the Client; or
- (b) the Client lawfully terminates the permanent employee employment (other than by retrenchment or redundancy or a change in job description / work conditions),

within **3 months** of the commencement of such employment, and the Client:

- (c) has paid all sums due to Reesby Pty. Ltd. within the time period specified in clause 4 (4.1, 4.2, 4.3, 4.4, 4.5, and 6); and
- (d) notifies Reesby Pty. Ltd. of the occurrence of an event described in paragraph (a) or (b) within 7 days of the occurrence of such event,

then Reesby Pty. Ltd. will endeavour to find a free replacement provided however that Reesby Pty. Ltd. reserves the right not to find a replacement where the Applicant was Engaged with the prior intention of dispensing with their services during the first six months of their employment, or if the candidate resigns due to the role being not as described or a change of the work location. Only one replacement is offered for each placement and if that replacement is terminated or resigns Reesby Pty. Ltd. has no obligation to provide another replacement.

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If the replacement candidate's salary is greater than the original placement then an adjustment invoice will be issued in correspondence to salary fees stipulated in the graph above. If for some reason a free replacement cannot be found within 6 months, a credit for the service to the same value will be provided to you for a future requirement and there are no refunds for any payments which have been made to Reesby Pty. Ltd. for the services or work which have already been undertaken or performed by Reesby Pty. Ltd..

Reesby Pty. Ltd. reserves the right not to make the replacement in the event of employer misconduct which includes sustainable allegations of sexual harassment, discrimination, misrepresentation of the position, failure to provide safe working conditions or unfair dismissal.

## 8. Exclusivity

You agree to work with Reesby Pty Ltd solely on each requirement for **1 week** (7 business days) You agree to not accept candidates, interview candidates or directly approach any candidates through other agencies or through your own means who are not presented to you or discussed with you from Reesby Pty Ltd. You also agree to not disclose information regarding the role/s vacancies to other agencies during or prior to this period.

## 9. Other

- 9.1. These terms and conditions of business are governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.
- 9.2. Any variation of any of these terms and conditions of business must be in writing and signed by Reesby Pty. Ltd..
- 9.3. These terms and conditions of business supersede all previous agreements in respect of its subject matter and these terms and conditions, and in the case of a contractor, the "Terms Sheet - Engagement of Temporary Contractor", embodies the entire agreement between the parties in respect of its subject matter.
- 9.4. As Reesby Pty. Ltd. is operating as an independent trader making "introductions" for a "fee" no legal liability for anything performed by or to the client or candidate can apply. This is simply a service to provide an introduction for potential employment.

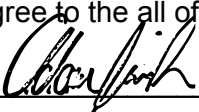
### PLEASE SIGN EACH PAGE AND SIGN AND FILL OUT BELOW;

By signing you agree to all the terms outlined within this document, this contract still remains in place even if the signatory is no longer employed by the company they are representing in this document and Reesby Pty. Ltd. must be notified if the signatory is no longer a representative of this company/client/organisation to have a new signee reinforce this contract. This must be signed by hand, If the signing is virtual or made online or computerised you agree it is equivalent to a hand signed document. If each page is not signed this contract is still enforceable.

I am an authorised signatory of

\_\_\_\_\_ Alkhemy Pty Ltd \_\_\_\_\_, (company/  
business/organisation/enterprise/client)

and hereby agree to the all of these Terms and Conditions within this document.

\_\_\_\_\_ 

PLEASE SIGN EACH PAGE: \_\_\_\_\_ 

Name

Adam Cunningham

Position Held

CEO

DATE: 8/3/2018

Signed



Witness Name

DATE: \_\_\_\_\_

Witness Signature



Jessica Reesby-Company Director  
Reesby Pty. Ltd.

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