



# Accurate Recruitment Pty Ltd

## Accurate Recruitment TERMS AND CONDITIONS OF BUSINESS

### 1. DEFINITIONS

In these Terms and Conditions the following definitions shall apply:

Accurate Recruitment Pty Ltd or any of its subsidiary or associated companies.

“Client” means any party to a contract with Accurate Recruitment Pty Ltd for the supply of services.

“Services” means those services including but not limited to permanent placements or temporary services, which Accurate Recruitment Pty Ltd agrees to supply to the client.

2. These Terms and Conditions of Business shall be deemed to be incorporated in any quotation submitted by Accurate Recruitment Pty Ltd to the client. No contract shall be concluded between Accurate Recruitment Pty Ltd and the client unless and until the client shall have accepted these Terms and Conditions either expressly or by implication, and consequently anything in any document inconsistent with these Terms and Conditions or any part thereof shall be deemed to be void and of no effect and every such document shall be deemed to include and/or incorporate these Terms and Conditions.
3. Accurate Recruitment Pty Ltd agrees to furnish the services to the client.
4. The client's acceptance of temporary staff or permanent staff from Accurate Recruitment Pty Ltd constitutes the client's agreement with Accurate Recruitment Pty Ltd as stated within these Terms and Conditions of Business.
5. The client will not entrust any Accurate Recruitment Pty Ltd employee with the handling of cash, negotiable's or other valuables without prior written permission from Accurate Recruitment Pty Ltd.
6. The client will not direct or procure any Accurate Recruitment Pty Ltd employee to drive motor vehicles, goods vehicles, or powered industrial trucks without the prior written consent of Accurate Recruitment Pty Ltd and any such permission will only be granted on the basis that the client will be wholly responsible for any liabilities arising out of such use (including but not limited to bodily injury, property damage, fire, theft or collision claims) and that the client will take out the appropriate insurance cover (including any cover required by statute) suitably endorsed for the benefit of Accurate Recruitment Pty Ltd.
7. Whilst every effort is made by Accurate Recruitment Pty Ltd to give satisfaction to the client by ensuring reasonable standards of skills, integrity and reliability from Accurate Recruitment Pty Ltd employees and further to provide such temporary and permanent staff in accordance with the client's requirement, no liability will be accepted by Accurate Recruitment Pty Ltd for any loss, expense, damage or delay arising from any failure to provide temporary staff for all or part of the period of the services.
8. The client acknowledges that we are not performing the services required of our employees or independent contractors; but are instead the supplier of our employees and independent contractors, at the client's request, to perform the work that it has requested. From the time that our employees or independent contractors report to the client for their duties they are under the care, control and supervision of the client for the duration of the assignment.

In these circumstances, the client agrees we will not be liable to the client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment.



# Accurate Recruitment Pty Ltd

9. The client shall indemnify and hold harmless Accurate Recruitment Pty Ltd and its officers, employees or agents against all liability, damage, loss, expense, cost and proceedings of any nature resulting from negligence, breach of duty of statute by the client, its officers, employees or agents.
10. The client shall hold and maintain public liability insurance for a sum of no less than \$10 million as well as third party and comprehensive insurance for any vehicle to be operated by the temporary employee.
11. The client agrees to pay for the services in accordance with schedules of hourly rates and or permanent placement fees, to be agreed upon between the parties.
12. Accurate Recruitment Pty Ltd will invoice a minimum of four (4) hours per person per day.
13. Accurate Recruitment Pty Ltd will submit to the client an invoice in respect of the services provided during the preceding week and the client agrees to pay the amount detailed therein, having first verified the amount, within 7 days of receipt of such invoice. Accurate Recruitment Pty Ltd reserves the right to charge all associated costs and including 10 % interest compounding monthly on overdue accounts.
14. Accurate Recruitment Pty Ltd shall, upon request of the client, furnish to the client evidence of the payment of all wages and other compensation due to temporaries who are assigned by Accurate Recruitment Pty Ltd to perform the services and evidence of compliance with all other legal requirements relating thereto.
15. Upon signing a temporary employees weekly timesheet the client has agreed the services performed by that employee be deemed satisfactory and no further claim will be made against the services provided for that period.
16. In the event of the services being unsatisfactory the client must give reasonable and timely notice from commencement of the assignment. In this event, Accurate Recruitment Pty Ltd will not charge for unsatisfactory services and will furnish a replacement as soon as possible. All claims for credit must be in writing and received 14 days of the date of invoice, all claims outside of this time frame will not be considered.
17. The client shall provide a suitable place for Accurate Recruitment Pty Ltd employees to work which shall comply with all applicable statutes, by-laws, obligations, duties, regulation and legal requirements and also with the standards of health and safety maintained by the client for its own employees.
18. The client shall also provide all necessary plant and equipment (including safety consumables).
19. The client will also ensure Accurate Recruitment Pty Ltd are informed of any changes in duties to the temporary employee.
20. The client shall also ensure the temporary employee, is instructed and shown how to perform all duties in a safe and healthy manner in line with legislation.
21. It will be expected that all safety induction training provided to Accurate Recruitment Pty Ltd employees by the client will be documented and available on request by Accurate Recruitment Pty Ltd.
22. Accurate Recruitment Pty Ltd agrees that it will not divulge to third parties, without the prior written consent of the client, any information obtained from or through the client in connection with the performance of this Agreement.
23. The client its officers, employees or agents agrees that it will not divulge to third parties, without the prior written consent of Accurate Recruitment Pty Ltd, any information obtained from or through Accurate Recruitment Pty Ltd in connection with the performance of this agreement.



# Accurate Recruitment Pty Ltd

This shall also include but not limited to the following:

- Names and details of Accurate Recruitment Pty Ltd
- Services Provided
- Staff
- Quoted Rates
- Details of Terms and References of Business
- Any information in confidence

24. As an employment business, the services that Accurate Recruitment Pty Ltd provide are made possible only by the substantial investment in advertising, recruiting, testing and training a large number of candidates/people. Therefore in consideration of this investment, the client agrees that if it wishes to offer employment on any basis, including through a competitive agency, to any Accurate Recruitment Pty Ltd temporary employee during an assignment or within six months following the completion of an assignment involving the "prospective employee" the client will offer to pay liquidated damages to Accurate Recruitment Pty Ltd, details of which can be obtained from Accurate Recruitment Pty Ltd, before any such offer of employment is made or such employment commences.

All offers of employment must be communicated to Accurate Recruitment Pty Ltd, this will also include recommendations to a third party.

- 25. Invoice rates for classifications referred to are subject to availability and market rates.
- 26. Invoice rates quoted are indicative and can vary, subject to variations to Award adjustments, Statutory increase, EBA variation, CPI or industrial determination, though not limited to these categories.
- 27. Allowances applicable to site shall be charged including all statutory on costs plus a 15% administration fee.
- 28. Overtime and penalties will be paid and charged directly in line with the applicable award to the client's site.
- 29. Accurate Recruitment Pty Ltd reserves the right to proceed with legal action for compensation or loss of business due to any breach with these terms of business.
- 30. Any request for changes to our standard terms and conditions must be made in writing and approved by the Director of Accurate Recruitment.  
Accurate Recruitment reserves the right to accept or decline any request.

## Agreement

I agree to the terms and conditions contained within this document:

Company.....

Name.....Position.....

Signature.....Date.....