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## **DOUGMAL HOLDINGS PTY LTD T/A DTS INTERNATIONAL TERMS & CONDITIONS OF RECRUITMENT**

### **1. Definitions**

- 1.1 "Agency" shall mean Dougmal Holdings Pty Ltd T/A DTS International and its successors and assigns.
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 "Services" shall mean all services supplied by the Agency to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Services as defined supra).
- 1.4 "Candidate" shall mean the person or persons placed for employment with the Client.
- 1.5 "Fee" shall mean the cost of the Services as agreed between the Agency and the Client subject to clause 4 of this contract.

### **2. Acceptance**

- 2.1 Any instructions received by the Agency from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Agency shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Agency.
- 2.3 None of the Agency's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Agency in writing nor is the Agency bound by any such unauthorised statements.

### **3. Services**

- 3.1 The Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Agency to the Client.
- 3.2 An arrangement to interview a Candidate introduced by the Agency is deemed as acceptance of the above terms and conditions.
- 3.3 Candidate references are sought strictly at a Client's request.

### **4. Fee Structure**

- 4.1 At the Agency's sole discretion the following Fee structure shall apply;
  - (a) 12.5% for an annual salary of less than \$30,000, of annual salary;
  - (b) 15% for an annual salary between \$30,001 and \$45,000;
  - (c) 17.5% for an annual salary between \$45,001 and \$60,000;
  - (d) 20% for an annual salary greater than \$60,001.
- 4.2 Where fringe benefits apply, such as car allowance, super etc they are regarded as a part of a Candidate's remuneration, and this factor will be included when assessing the fee. A company vehicle is valued at \$15,000.
- 4.3 Any commission component that is guaranteed will be considered part of the fee-based package. Where remuneration is commission only or is predominantly commission based a fee will be charged based on the on target earnings for the position (minimum fee \$5000).

- 4.4 Where a Candidate is employed on a contract or part time basis, the fee will be calculated on a pro-rata basis reflecting the length of contract. Any subsequent contract periods will be charged accordingly.
- 4.5 Should a contract or part time Candidate be offered a permanent position then a separate normal fee will be charged. A minimum contract or part time fee of \$5000 applies.
- 4.6 The normal fee will be charged should an Agency recommended candidate be referred to another position, division or company within your group. The normal fee will be charged should an Agency recommended candidate be hired within nine (9) months of referral.
- 4.7 A “reduced fee” is applicable, can only be authorised by management and is strictly subject to payment within fourteen (14) days of the candidates start date.

## 5. Payment

- 5.1 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Services.
- 5.2 At the Agency's sole discretion payment may be due at the date of this agreement.
- 5.3 Payment of the agreed Fee in full is due within fourteen (14) days of the Candidates start date. If the fee is not paid within fourteen (14) days of the candidates start date the guarantee period is invalid.
- 5.4 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card (subject to the Fee being increased by the amount of any processing fees), or by any other method as agreed to between the Client and the Agency.
- 5.5 The Fee shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Agency.

## 6. Delivery of Services

- 6.1 The failure of the Agency to deliver shall not entitle either party to treat this contract as repudiated.
- 6.2 The Agency shall not be liable for any loss or damage whatever due to failure by the Agency to deliver the Services (or any of them) promptly or at all.

## 7. Clients Disclaimer

- 7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Agency and the Client acknowledges that he buys the Services relying solely upon his own skill and judgment.

## 8. Guarantee

- 8.1 Subject to the conditions of Guarantee set out in Clause 8.2 the Agency Guarantees that if any Candidate provided by the Agency leaves the employ of the Client within three (3) months of placement (time being of the essence) the Agency undertakes to provide one replacement candidate for the position for each placement fee charged at no extra cost to the Client.
- 8.2 The conditions applicable to the Guarantee given by Clause 8.1 are:

- (a) The Client is to advise the Agency in writing within seven (7) days of employment separation that the Client wishes to engage the replacement process.
- (b) In respect of all claims the Agency shall not be liable to compensate the Client for any delay in replacing the Candidate.

## **9. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**

- 9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

## **10. Default & Consequences of Default**

- 10.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgment.
- 10.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Agency from and against all the Agency's costs and disbursements including on a solicitor and own Client basis and in addition all of the Agency's nominees costs of collection.
- 10.3 Without prejudice to any other remedies the Agency may have, if at any time the Client is in breach of any obligation (including those relating to payment); the Agency may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Agency will not be liable to the Client for any loss or damage the Client suffers because the Agency exercised its rights under this clause.
- 10.4 If any account remains unpaid at the end of the second month after supply of the Services the following shall apply: An immediate amount of the greater of \$50.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
- 10.5 In the event that:
- (a) any money payable to the Agency becomes overdue, or in the Agency's opinion the Client will be unable to meet its payments as they fall due; or
  - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; then without prejudice to the Agency's other remedies at law
    - i. The Agency shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and;
    - ii. All amounts owing to the Agency shall, whether or not due for payment, immediately become payable.

## **11. Privacy Act 1988**

- 11.1 The Client agrees for the Agency to obtain from a credit-reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Agency.

- 11.2 The Client agrees that the Agency may exchange information about Client with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Client;
  - (b) To notify other credit providers of a default by the Client;
  - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
  - (d) To assess the credit worthiness of Client.
- 11.3 The Client consents to the Agency being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
- 11.4 The Client agrees that Personal Data provided may be used and retained by the Agency for the following purposes and for other purposes as shall be agreed between the Client and Agency or required by law from time to time:
- (a) provision of Services;
  - (b) marketing of Services by the Agency, its agents or distributors in relation to the Services;
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
  - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 11.5 The Agency may give, information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client; and or
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

## 12. Cancellation

- 12.1 The Agency may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Agency shall not be liable for any loss or damage whatever arising from such cancellation.

## 13. General

- 13.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.2 All Services supplied by the Agency are subject to the laws of New South Wales and the Agency takes no responsibility for changes in the law which affect the Services supplied.
- 13.3 The Agency shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Agency of these terms and conditions.
- 13.4 In the event of any breach of this contract by the Service Provider the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Service Provider exceed the Fee of the Services.
- 13.5 The Client shall not set off against the Fee amounts due from the Agency.

- 13.6 The Agency may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 13.7 The Agency reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Agency notifies the Client of such change.
- 13.8 Neither party shall be liable for any default due to any act of God, war, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party. Contract periods will be charged accordingly.

Thank-you for reading the DTS International terms and conditions. If you have any questions please let us know.

**In order to start sourcing candidates for your position please sign below to indicate you have read and understand our terms and conditions.**

**Fax back to DTS International on 02 9360 5199 or email your consultant to proceed.**

I \_\_\_\_\_ have read and understand the DTS International Terms and Conditions for recruitment services.

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Signed

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Dated