

## TERMS & CONDITIONS OF BUSINESS FOR CHARTERHOUSE MEDICAL (ABN 28 142 810 106)

### Professional Services Recruitment

#### 1 These Terms & Conditions apply to:

- 1.1 If you interview for employment, or employ a person we introduce to you, by any means, or, if you on-refer that person to a third party who then employs that person. You will then be regarded as having agreed to all these Terms and Conditions.

#### 2 Fees are payable to us when:

- 2.1 You must pay to us the fees set out in these Terms and Conditions if you employ a person we have introduced to you within 12 months of the date of our introduction or if you on-refer that person to a third party who employs that person within 12 months of the date of our introduction to you.
- 2.2 When a person we introduce to you is employed by you or by a third party to whom you have on-referred that person, you must immediately tell us of that fact and give us full details of the remuneration package agreed to with that person.
- 2.3 All fees are quoted excluding GST. In addition to our fees you must also pay to us the GST payable in respect to the taxable supply at the time payment for the taxable supply is due.
- 2.4 You must pay to us our fees plus GST within 14 days of the date we provide a taxable invoice to you. For permanent placements we will invoice you once the placement has been confirmed and an employment contract signed by the candidate. For Locums we will invoice you weekly based off a signed time sheet approved from your representative.

#### 3 Our Fees:

- 3.1 (a) Our fees are calculated as a percentage of the employee's total annual remuneration package and are calculated as either a Contingency Search or Retainer Search in accordance with a pre agreed fee with Charterhouse Medical.

"Total Annual Gross Remuneration" is defined and agrees including all remuneration on a full time annual basis. This includes base salary, employer superannuation contributions (including compulsory contributions), general allowances, including relocation and or / travel packages, inducement or sign-on payments, anticipated commission and bonus earnings calculated as 'on target earning' and also non-salary benefits such as provision of a motor vehicle or accommodation. The value of all non-salary benefits will be reasonably determined by Charterhouse Medical based upon their experience. The appropriate fee percentage is determined by the Total Annual Gross Remuneration and that percentage applies to the entire sum.

- (b) If you engage us on a Retainer Search basis, our fee (as set out above) will be paid by you in three parts. Firstly, the Retainer Fee which is payable on our acceptance of the assignment. Secondly, the Interim Fee payable on our presentation to you of a short list or thirty (30) days after our acceptance of the assignment (whichever is sooner). Finally, the Completion Fee (adjusted for any salary changes) which is payable on the successful candidate accepting an offer of employment from you.
- (c) If you engage us on a Contingency Selection basis, our fee is payable immediately upon the successful candidate starting employment with you for the position.
- (d) Charterhouse Medical reserves the right to vary our fees from time to time and will provide you with written notice of this variation.
- 3.2 If you would like us to arrange specific advertising, medical checks or other special services of a similar nature, in addition to our fees as referred to above, we will invoice all costs associated with those services within 14 days whether or not you employ a person introduced by us.
- 3.3 Advertising accounts are payable within 14 days of the date we, or our appointed agency, invoice you for such and cancellations will be accepted only if given in time to claim a full refund from the press. All related artwork and production charges will be invoiced to you.
- 3.4 When previously arranged with you, out-of-pocket expenses incurred by Candidates attending interviews on behalf of you are payable by you following your receipt of our invoice.
- 3.5 Where a Candidate has been submitted to you or is initially rejected by you or initially rejects your offer of employment and is subsequently employed by you in any capacity up to and including 12 months after the initial introduction date, the applicable fee will be payable by you.
- 3.6 Where an offer of employment has been made in writing by you and is subsequently withdrawn by you after acceptance by the Candidate through no fault of the Candidate, the applicable fee will be payable by you.
- 3.7 Where a Candidate supplied by us and introduced by you to a third party whether associated or otherwise is employed by the third party the applicable fee will be payable by you.

No rebate of fees shall be made. However, should the engagement of any Candidate terminate within a period of 13 weeks (including period of notice) from the date of engagement, Charterhouse shall endeavour to seek a replacement Candidate at no extra cost to you provided that:

- (a) the first Candidate leaves of his/her own volition and not due to any redundancy or relocation measures; and
- (b) our invoice has been settled within 14 days of the invoice date.

#### **4 Provision of Contractors, Locums, Nurses and Temporary Employees**

4.1 Charterhouse Medical can provide Locum Contractors, Nurses and Temporary Workers (locum/s) as required by the Client to provide services in accordance with these Terms and Conditions and the verbal or written job specifications given by the Client for a particular temporary assignment. If an assignment letter is issued for a particular assignment, the provisions of that letter operate in conjunction with these Terms and Conditions. If the assignment letter differs from these Terms of Business, what is in this letter prevails (to the extent of that difference).

4.2 ***The Contract Fee for Locums will be negotiated prior to commencement of each assignment or specific project.***

4.3 Charterhouse Medical may vary the Fee at any time without notice in light of the following:

- (a) variations to any award or agreement applicable to persons who are, or could be, the Client's contract or temporary employees, or;
- (b) any statutory charges, levies, taxes or other payments Charterhouse Medical is lawfully required to make or for which Charterhouse Medical may become liable in respect of providing a Contractor under these Terms of Business.

4.4 The Client must pay the Locum / Nurse fee to Charterhouse Medical according to the number of hours or days as agreed worked by the Locum for the Client. Invoices are produced weekly based on the actual hours or days worked by the Locum/ Nurse as evidenced by an authorised timesheet.

4.5 Locums and Nurses are paid weekly and as such invoices are strictly payable within 7 days of the invoice date.

4.6 The Client is responsible for reimbursement of all expenses incurred by a Locum / Nurse in performing an assignment. The Client must make all necessary arrangements with the Locum / Nurse for authorising and reimbursing expenses.

4.8 Charterhouse Medical has the following responsibilities in relation to Locums / Nurses (where applicable):

- (a) payment of remuneration;
- (b) deduction of all appropriate taxation required by the Australian Taxation Office;
- (c) workers' compensation payments;
- (d) superannuation guarantee charges; and
- (e) Payroll tax.

4.9 The Client has direct supervision and management of the Locum / Nurse in the performance of each job for the Client. The Client directly controls the conditions under which the assignment is performed, and the outcome of the Locum / Nurse performance.

4.10 The Client is responsible for ensuring the health and safety of the Locum while the Locum / Nurse is providing services to the Client at the Client's premises, and must satisfy all its obligations in relation to the Locum / Nurse under applicable occupational health and safety and discrimination legislation. This includes, but is not limited to, the following:

- (a) providing all necessary induction and other training and issuing all necessary policies, procedures and directions;
- (b) immediately notifying Charterhouse Medical of any occupational health and safety risks or discrimination or harassment issues in connection with the provision of services by the Locum / Nurse Contractor;
- (c) requiring the Locum / Nurse to perform only those tasks that the Locum / Nurse is skilled and trained to perform; and
- (d) immediately notifying Charterhouse Medical if there are any changes in the tasks that the Locum / Nurses assigned to perform for the Client.

4.11 The responsibility for protecting the Client's confidential information and intellectual property lies solely with the Client. Charterhouse Medical is not liable for any claim arising from the Client's confidential information and intellectual property.

4.12 The Client is responsible for ensuring that the Locum / Nurse are adequately covered by any insurance policy held by the Client in respect of the Client's business.

4.13 You acknowledge that we are not performing the services required of our employees or independent Locums; but are instead the supplier of our employees and independent Locum, at your request, to perform work that is has requested. From the time that our employees or independent Locum report to you for their duties they are under the care, control and supervision of the Client for the duration of the assignment. In these circumstances, you agree we will not be liable to you whatsoever in respect of any damage, loss or injury of any 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.

4.14 You must also indemnify us against any claim made against us by others as a result of such acts, errors and omissions of the employee.

- 4.15 If the Client wishes to cancel a Locum assignment prior to the scheduled commencement of the assignment, the Client must notify Charterhouse Medical in sufficient time for Charterhouse Medical to advise the Locum of the cancellation. If any costs are incurred by the locum or Charterhouse Medical in relation to but not limited to travel prior to the cancellation then we will invoice the client for those expenses. Please note there are special conditions to nursing shifts and will be detailed to you individually.
- 4.16 The Client must pay the Locum / Nurse fee for all hours worked by the Locum / Nurse up to the time that the Locum / Nurse leaves the assignment.
- 4.17 The Client must not discuss the Locum / Nurse fee, or any change to the Locum / Nurse fee, with a Locum / Nurse. These are confidential matters between Charterhouse Medical and the Client.
- 4.18 If a Client (or any Related Entity) makes an offer of permanent employment or engagement to a Locum / Nurse who is performing an assignment for the Client (or who has performed an assignment ending for the Client during the previous 12 months) which the Locum / Nurse accepts, the Client must pay to Charterhouse Medical the applicable placement fee in respect of the Locum / Nurse in accordance with these Terms of Business. Refer to section 2 of this agreement.
- 4.19 If a Client (or any Related Entity) makes an offer of further or different contract assignments to a Locum / Nurse who is performing a contract assignment for the Client (or who has performed a contract assignment for the Client during the previous 12 months) which the Locum / Nurse accepts, the Client must pay Charterhouse Medical for that assignment in accordance with these Terms of Business. Refer to section 2 of this agreement.
- 4.20 The fees payable under this clause are due and payable within 7 days of the Locum / Nurse commencing employment or the new assignment. The fee payable is to be discussed with Charterhouse medical prior to offering an offer of permanent employment and to receive this fee in writing from ourselves.

## **5 Candidates:**

- 5.1 Whilst we will exercise reasonable skill and care in the selection of Candidates, we are not liable for any Candidate's negligence, dishonesty, misconduct or lack of skill.
- 5.2 We give no warranty (either expressed or implied) in respect of any Candidate introduced, and accept no liability for any failure of a Candidate to perform or to comply with his/her terms of employment or for any loss, expense, damage or delay whatsoever arising from the introduction of the Candidate to you or from his/her engagement by you.
- 5.3 Insofar as we or any Candidate provides details of a Candidate's medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, circumstances in which previous employment terminated, criminal convictions, personal details, ability to work in Australia, visas, work permits, qualifications or education generally, we will have no responsibility and not be liable to you either for ensuring that the details are correct or accurate.
- 5.4 Except as required under the Trade Practices Act we make no representations and give no warranties expressly or impliedly and to the suitability of a Candidate for a particular position. The offer of employment to a Candidate, employment of a Candidate and the consequences thereof following the introduction of that Candidate by you are entirely at your own risk. In the event that any details of information supplied by a Candidate or by a third party on behalf of a Candidate including, but without limitation to, past employers or personal referees, are found to be incorrect or misleading, Charterhouse Medical shall have no liability for any loss, damage or cost which may thereby be occasioned.

## **6 Illegality and Force Majeure:**

- 6.1 If any provision or term of these Terms and Conditions or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever such provisions, terms and parts will be deemed to be deleted from these Terms and Conditions provided always that if any such deletion substantially affects or alters the commercial basis of these Terms and Conditions the parties hereto will negotiate in good faith to amend and modify the relevant provisions, terms and parts of these Terms and Conditions as may be necessary or desirable in the circumstances.
- 6.2 If we are prevented from or delayed in the performance of these Terms and Conditions by an Act of God or by or in consequence of war, riot, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, we shall not thereby be liable to you for any breach of obligation under these Terms and Conditions and time for performance of our obligations, shall be extended accordingly.

## **7 Privacy:**

- 7.1 The Charterhouse Medical Privacy Policy forms part of these Terms and Conditions. You agree to handle all Candidates' personal information in accordance with our privacy policy.

## **8 Amendment:**

- 8.1 These Terms and Conditions may not be amended or supplemented except in writing by a Director of Charterhouse Medical.

## **9 Governing Law:**

- 9.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of the State or Territory where the Candidate is to be employed.

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Company/Organisation

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Signed on behalf of Charterhouse Medical

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Name (printed):

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Consultant Name (printed):

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Signature:

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Date Signed:

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Title:

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Date Signed: