

TERMS of SERVICE

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1. Definitions

These words and phrases have these meanings in these Terms of Service unless the context requires otherwise:-

- 1) **RS** - Means Recruit Shop.
- 2) **Client** - Any person, company or firm that agrees to use the RS Service.
- 3) **Recruitment Listing** - A role within the Client's business being recruited for by RS.
- 4) **Recruitment Webpage** - The online wording that we will use to attract Candidates to the Client's listing.
- 5) **Application Webpage** - The submission of a Candidate to the Client via a link to a webpage.
- 6) **Candidate** - A person who applies for an RS listing on any job board site, RS site or other online site or through any electronic communication.
- 7) **Candidate Search** - Professional Service provided by RS to assist Clients with their hiring
- 8) **CV** - The curriculum vitae or brief of a Candidate's education, training, skills and experience that is provided to RS by a Candidate for distribution to Clients with a view to securing employment.
- 9) **Fees** - The per hire fees and charges payable by the Client as specified in these Terms.
- 10) **Recruitment Process** - A guide recommending how best to achieve results from the service.
- 11) **Service Promise** - As detailed in clause 9.
- 12) **Vacancy Information** - means but is not limited to any communication regarding the job vacancy the Client requires RS to recruit for.
- 13) **Candidate Information** - means but is not limited to any communication regarding the Candidate, voice or video recording or a referee or any other information.
- 14) **Candidate Search Service** - all fees paid before commencement of recruitment (\$2,495+gst)

2. Contract

These terms relate to the online recruitment service ("the Service") provided by RS. RS is acting as a recruitment agency.

These Terms constitute the contract between RS and the Client. These terms can be accepted by you in writing or by you making payment, requesting an invoice, accepting a quote, providing vacancy information, interviewing

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and/or employing an applicant introduced by RS or amending the Recruitment Webpage or providing verbal confirmation to proceed with the service.

These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of RS, these Terms prevail over any previous terms or purchase conditions put forward.

No variation or alteration to these Terms will be valid unless the details of such variation are agreed between RS (Director of RS) and the Client and are set out in writing and stating the date on or after such varied terms shall apply.

3. Candidate Search Service

If you contact us in regard to, or send vacancy information for our Candidate Search Service we will contact you to discuss your role in more detail and accept your Listing, or to inform you if we are not able to accept the Listing for any reason. Once we have taken payment via credit card or electronic funds transfer, we will create the Recruitment Webpage. We will then:

- Actively search our database for Candidates
- Promote the position on affiliated websites
- Use social networking to attract Candidates

In order that we can deliver our service to you, RS can place your Listing on any website or on any other media controlled by us or by any third party with whom we have, or enter into, an agreement for the provision of services for the purpose of filling the Listing. You understand that:

- The Listing can be viewed by anyone with internet access throughout the world.
- RS cannot guarantee a particular level of success to a Listing, and response rates vary from day to day and certain sectors or positions may attract higher levels of responses.

3.1 Your Recruitment Listing - Your Vacancy Information must be legal, decent, honest and truthful and not infringe the rights of any third party. Any Listing that indicates, or can reasonably be understood as indicating, an intention to discriminate on grounds of sex, race, disability or age will not be accepted unless it is exempted from the requirements of the Sex Discrimination Act 1994 (Cth) or the Racial Discrimination Act 1975 (Cth) or Disability Services Act 1986 (Cth) or the Disability Services Act 2006 (Qld) or the Age Discrimination Act 2004 (Cth) or any other applicable law(s). A statement must be made at the time the Listing is placed saying that of the exemptions in the above Act(s) or any other legislation is considered to apply.

Vacancies will appear unbranded, and no active Client e-mail addresses or web links will be shown, due to third party restrictions. You agree RS may need to modify the Recruitment Webpage in order to optimise your Listing for job board searching and to attract Candidates.

The Recruitment Webpage remains the copyright of RS. All rights in the Recruitment Webpage and any other information or guide sent to you belongs to RS and you are not authorised to copy, reproduce or use this work without our prior written consent.

3.2 Candidates - Candidate information will be subject to any filtering and screening and then forwarded by RS via an emailed link to an Application Webpage. RS will use its best endeavours to confirm the Candidate is willing to be considered for the Vacancy.

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The Client is responsible for verifying the information contained in a Candidate CV and Application Webpage and RS accepts no responsibility for the content of any such application. The Client is responsible for confirming the Candidates eligibility to work in Australia.

The Client accepts, following any Candidate contact:

- it shall be up to the Client and the Candidate to agree how to progress matters
- the Client shall act in good faith and in a business-like and courteous manner
- the Client shall keep strictly confidential all confidential information disclosed by the Candidate and act in accordance with the National Privacy Act 1988 (Cth) and the National Privacy Principals.

3.3 Payment - For single vacancies payment is upfront against an invoice or Pro-forma invoice. Payment is accepted by credit card (1.75% Transaction Fee) or Electronic Funds Transfer.

In the event that payment is not made on time, we will:

- suspend any work on any current or new vacancies until payment has been made. This will include not providing any Candidate Information and your Listing will be suspended from all online resources.
- you will be ineligible for any money back service promise.
- you will be charged interest on the outstanding balance at the rate of 2% pa above the base rate of ANZ Banking Corporation accruing from day to day (including the date that payment was due) both before and after judgment.
- should a third party debt collection service be required to recover overdue payments you will be liable for all associated costs of recovery services provided by the collection agency.

3.4. Fees

Australia		New Zealand		Multiple Hires		
1 Hire	Employee Guarantee	1 Hire	Employee Guarantee	2-4 Hires	5-9 Hires	10+ Hires
\$2,495 +GST	\$495 +GST	\$2,495 NZD	\$495 NZD	Save 10%	Save 20%	Save 30%

We will work on your Listing for 4 weeks commencing on the date of payment, ending 28 days later.

Fees are payable on a per hire basis. Therefore if more than one hire is required for the same role at the same location then the corresponding number of single vacancies or contract credits will be ordered.

If once a Listing is run a second and/or subsequent hire is made then a second and/or subsequent fee will become payable. For a single hire Listing, the fee will be determined by the corresponding single hire price based on the appropriate salary band and the payment terms for the second and subsequent hires will be 7 days from the invoice.

For situations where a Listing is being worked on using a contract credit and more than one hire is made from the Candidates provided then either a credit or credits will be taken off the outstanding contract credits, or if there are no outstanding credits a fee equivalent to another credit or credits on the previous contract will become payable. In the case of the latter, the payment terms will be 7 days.

In addition, if the Client makes a second and/or subsequent hire from any of the shortlisted CVs supplied by RS over and above the initial hire, within 180 days of the CV being sent to the Client, then an additional and corresponding hiring fee for the second and/or subsequent hire will become payable on 7-day terms.

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If the Client hires a Candidate previously received by an alternative source for example directly or via another recruitment service the RS fee is still payable.

It is the responsibility of the Client to inform RS if more than one hire is made from a single hire Listing or free month and no later than 7 days of the new hires start date.

If the Client hires any Candidates introduced by RS outside of our standard process, an RS fee is still payable.

3.5. Candidate Search Service - Service Promise - If you are unable to achieve a hire from the Candidates provided by RS after the 4 week period of us working on your Listing, we offer two options where you can receive either (a) an additional Free Month of service or (b) \$1,000 back. The Free Month is to be used immediately or within 12 months from the end of the original Recruitment Listing for the same or a different vacancy. The Free Month is valid for an additional 28 day period only and no subsequent Free Month is applicable at the end of the second 28 day period. Should you choose to receive \$1,000 back, we will issue a partial refund of your initial fee. You will receive \$1,000 (less any discounts) via the same payment method used to make the original purchase. Please note that once you have chosen to claim either your Free Month or \$1,000 back, your decision is binding.

Each Free Month in a contract is a "credit" to be used to hire one person. Accordingly, if a particular Listing is being worked on as part of a contract that is unsuccessful, a credit reduction will not be made and if a hire is made a credit will be deducted from the contract.

We reserve the right to withdraw the Service Promise if you:

- are unwilling to take our advice on changes that would assist in making a hire and filling the Listing
- are unresponsive to requests for information on Listing progress that would otherwise allow us to adjust the campaign throughout the 4 week period
- disregard the recommendations contained in the "Recruitment Process" document
- never had a genuine Listing to fill
- have hired from the RS service
- have not paid in accordance with the terms
- prevent us from working on or request we do not work on your Listing for the four (4) week period.

The Client shall, within 5 working days of RS's request, provide the name and start date of the person(s) that will be hired so that RS can verify the source of the successful person(s) to ascertain whether they were an RS Candidate and the success or otherwise of the Service.

RS shall not use the successful person's name provided by the Client for any other purpose, other than to verify the source of the successful person unless that person(s) provides RS with consent (implied or otherwise) in accordance with the Privacy Act 1988 (Cth) and Privacy Principals.

If the client requests the marketing be rewritten, gives no feedback on candidates or is unavailable through the 1st month of services, RS will be entitled to, at its sole discretion, withhold any Service Promise. If the Client does not provide the relevant person(s) name and start date relating to the relevant Listing within the specified time RS will be entitled to, at its sole discretion, withhold any Service Promise.

IMPORTANT: All Free Months and redemptions of the \$1,000 money-back service promise must be requested by the Client within 4 calendar weeks of the Listing expiry date via email to info@recruitshop.com.au clearly stating the invoice number and job title.

3.6. Candidate Search Service - Employee Guarantee - Should your hire leave your employment within 3 or 6 months (dependant on the length of cover chosen by the Client) of the Candidates start date, for any reason,

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your guarantee entitles you to a further 1 month of recruitment service for the same role. An employee guarantee must be purchased before the Candidate commencement date with your company. RS must be advised of the Candidate's termination date within 1 week of the date of the Candidate's termination. You must commence your employee guarantee listing within 1 month of the date of the Candidate's termination. Your guarantee listing must be used to fill the vacancy left by the terminated Candidate. The Candidate requirements must be identical or of a variance acceptable by RS. You can activate your guarantee listing should the Candidate be terminated for any reason, including

- You terminate the Candidate's employment based on poor performance, misconduct, redundancy or other.
- The Candidate terminates their employment.

3.7. Cancellations and interruptions - You have the right to withdraw the Listing for any reason at any time, in which case a Free Month will be offered for a future listing to be used within 12 months.

You acknowledge that the Internet and/or RS's systems, services and equipment may be inoperative in full or in part as a consequence of but not limited to, mechanical breakdown, maintenance, hardware or software upgrades, communication connectivity problems or other factors beyond the control of RS and you acknowledge that RS will not be held liable for any failure or inability to provide continuous, error-free, uninterrupted services under these circumstances.

4. Termination

This Agreement may be terminated by RS if:

- after providing written notice to the Client of breach of these Terms, such breaches are not rectified within 5 working days by the Client
- the Client fails to pay RS on the due date any sums that may be due
- the Client makes any material misrepresentation
- the Client is using the service for any improper use or with the intention to damage the reputation of the services provided by RS.

6. GST

All fees are exclusive of any Goods & Services Tax (GST) or other applicable sales tax. GST will be charged at the applicable rate in Australian Dollars. Services to international Clients, including New Zealand registered Clients, do not require payment of any GST.

7. Liability

Our liability to you for breach of contract or negligence shall not exceed an amount equal to twice our fees for any Listing or series of Vacancies regarding the same matter placed by you with RS. In no event will we be liable for any special, indirect, or consequential loss whatsoever or any loss of profit regardless of whether such losses are foreseeable and whether or not caused by our negligence arising out of or in connection with the use of the Service.

Nothing contained in these terms shall have an effect so as to limit our liability for loss or damage arising out of personal injury or death or acts of fraud.

All and any interaction and communication between the Client and any Candidate and in connection with the Candidate's response to the Listing are the responsibility of the Client, and RS accepts no liability in relation to this interaction and communication. The Client will indemnify RS against any losses in connection with this interaction.

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Having in mind the nature of the service, we are not able to verify any statements made by you that appear in your Recruitment Webpage or other collateral and accordingly you agree to indemnify us from all claims, costs and expenses (including legal expenses) resulting from your breach of these Terms.

While RS endeavours to ensure that the information on its website is correct, RS does not warrant the accuracy and completeness of that information. RS may make changes to the material on this website at any time without notice. The material on the website may be out of date, and RS makes no commitment to update such material.

Please note that you will be required to use caution, common sense and awareness as there are also risks of dealing with persons acting under false pretences.

8. Marketing

By using the RS service you agree to your company name, representative details, vacancy information or trademarks owned by your company being used in the delivery of the RS service and RS marketing and advertising material pertaining to your Recruitment Listing or to the promotion of RS services in public.

9. Viruses

RS will take reasonable care not to transmit viruses or malware to you but it is your responsibility to protect your computers against viruses or malware. Accordingly, you agree that RS will not be liable to you for any damage resulting from the transmission from us to your computer systems of viruses, or malware.

10. Third-Party Rights

A person who is not a party to this contract shall not have any rights under or in connection with it.

11. Complaints

Should you be dissatisfied with any aspect of the service raise this with your Recruitment Consultant in the first instance and thereafter it can be escalated to the Director, if necessary.

12. Equal Opportunities & Diversity

RS observes all laws and regulations relating to equal opportunity employment. RS is committed to diversity and will promote diversity for all Clients and Candidates and will adhere to such a policy at all times. RS will not accept instructions from Clients that indicate an intention to discriminate unlawfully.

13. Governing Law

These Terms are governed by the laws of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.