



## STANDARD TRADING TERMS AND CONDITIONS OF BUSINESS

Effective: 1 July 2023

### ***Services provided by Future Force Recruitment***

Future Force Training & Recruitment (FFTR) will:

- Search its database for a suitable candidate, or design and place advertisements to attract appropriate candidate/s.
- Interview and screen each candidate to best determine; their suitability for the particular role they are required to perform, and/or the experience gained from previous employment. It is the responsibility of the client to determine the suitability of the candidate for the specified role.
- Where possible, complete reference checks prior to candidates being submitted. However, where circumstances require expediency, this may occur after you have conducted a first interview.

### **Line advertising**

All standard line advertising is at the expense of FFTR. Additional advertising requested by you (the Client), for example, additional internet, newspaper, or special publication advertising will be invoiced to the Client at cost. Such costs are payable within 7 days of the date of the invoice.

### ***Permanent Placements***

Where a candidate introduced by FFTR (be it written, verbal, fax, e-mail or personally) is employed by the Client, any related party, corporation or a third party referred by the Client, within 12 months on a full-time, temporary or contractor basis, of the initial introduction, the Client is bound by these terms & conditions and is subject to the applicable FFTR fees & charges as detailed in Schedule 1.

The recruitment fee is calculated as a percentage of gross annual remuneration, including superannuation and all other

tangible benefits to be paid to the successful candidate.

Fees for part-time workers will be charged on a pro-rata basis of the equivalent full time salary. A minimum charge of \$2500 is applicable to any placement, regardless of salary level.

### **Replacement Policy**

FFTR shall attempt to replace an original candidate if the candidate fails to remain employed by the client for a period of 90 calendar days from commencement, subject to the following conditions being met:

- FFTR payment terms have been met
- the candidate placed by FFTR leaves or is released within the replacement period for any reason other than retrenchment, discrimination, harassment, location change or change of job description/conditions which the candidate was employed to perform
- FFTR is notified in writing of the candidate's unsuitability, prior to the expiration of the guarantee period

This guarantee is limited to the provision of one single replacement candidate for the original candidate.

Where the remuneration package of the replacement candidate is greater than the original placement, an adjustment invoice will be issued accordingly.

The fee for the original service provision is non-refundable.

### **Payment Terms**

Our invoice for services rendered will be issued immediately agreement is reached to employ an FFTR candidate. Payment is required within 14 calendar days of the date of commencement of the employee with your organisation.



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### **Temporary Staff or Contractors**

A minimum period of services provided by temporary staff is four (4) hours. Temporary staff are entitled to overtime rates and allowances as stipulated by the Award. FFTR is responsible for paroling all temporary staff, PAYG taxes, workers compensation insurance, superannuation and the completion of group certificates. Temporary staff will be invoiced at cost (including statutory on-costs) plus a margin. GST is also applicable and shall be included on the invoice.

All FFTR temporary contractors are assigned under the direct supervision of the Client and FFTR therefore accepts no liability for any losses, damages, expenses or delays arising directly or indirectly from any misconduct, negligence or lack of skill or training of the temporary contractor. The Client shall not entrust any FFTR contractor with cash or other valuables, nor leave a contractor unattended within the client's premises.

FFTR shall not be liable, under any circumstances, to any person for any death, injury, loss or damage arising out of or caused by, any act or omission of on-hired workers, whether or not such act or omission is negligent. The host employer indemnifies FFTR against all such liability.

All FFTR contractors complete a weekly timesheet that is submitted to the client for verification and their signature. The Client signature authorises payment for the work completed by the temporary contractor. Timesheets are sent through no later than 5:00pm on the nominated end-of-week day..

### **Occupational Health & Safety**

It is the Client's responsibility to ensure temporary staff are provided with an environment that meets OH&S standards. This includes:

- Providing a safe working environment

- Provide temporary employee with appropriate site induction, including relevant work instructions

### **Subsequent Employment**

Should any contractor or temporary staff introduced by FFTR be employed by the Client, any related party, corporation or a third party referred by the Client within 12 months of the initial introduction, the Client is bound by these terms & conditions and is subject to the applicable FFTR fees & charges.

In the event of temporary staff being employed by the Client, the standard guarantee period does not apply.

### **Payment Terms**

Our invoice for services rendered will be issued on a weekly basis and our terms are strictly seven (7) net days from the invoice date.

### **Confidentiality & Liability**

All information received from the candidate and supplied to the Client is provided on a strict confidentiality basis and whilst FFTR attempts to provide accurate, relevant and up to date information on each of its candidates, it can only supply the information that has been received from the candidate.

As a result FFTR accepts no liability or responsibility in any form, whether under contract or otherwise, for errors, omissions, false information, losses (whether direct, consequential or indirect) or any other expenses.

Any client or candidate information, except where required by law, will not and may not be disclosed to any third party without the prior written consent of FFTR.

It is ultimately the Client who makes the placement decision and therefore it is imperative that the Client satisfies its needs completely prior to employing any candidate/s provided/introduced by FFTR.



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### Schedule 1

#### Fees and charges

The FFTR fee structure for standard placements is as follows:

<b>Gross Annual Remuneration Package</b>	<b>Fee (ex GST)</b>	<b>Guarantee Period</b>
Minimum	\$3500	90 days
Up to \$99,999	15%	90 days
\$100,000 to \$149,999	16.5%	90 days
\$150,000 plus	18%	120 days

Note the fee percentage is payable on gross annual remuneration, including superannuation and all other tangible benefits (eg... vehicle allowance) to be paid to the successful candidate.

#### **Acceptance**

I confirm that I have read and understood the Terms and Conditions and that I agree to all stated conditions:

#### **Signed for and on behalf of:**

<b>Company name/stamp</b>	
<b>Representative Name</b>	<b>Signature</b>
<b>Representative Position</b>	<b>Date</b>