



## TERMS AND CONDITIONS

### Definition of terms

1. The client is anyone who requires the provision of staff on a permanent, fixed term contract or temporary basis, or such other employment related services
2. Techs On The Move (TOTM) agrees to provide services to the client and the client accepts the services on the terms and conditions set out on this agreement/Terms and Conditions.

### Engagement of permanent or fixed term staff services

1. The words "engagement and/or engages" means employ or use, whether directly or indirectly through a third party, in the following circumstances:
  - i) under a contract of service or for services;
  - ii) under an agency, licence, franchise or partnership; or
  - iii) in a joint venture agreement or arrangement
2. These Terms and Conditions will apply to and in respect of every candidate introduced by TOTM by any means and at any time to you, whether directly or through a third party. A candidate means a person who accepts an "engagement" in any capacity whatsoever within twelve months of being introduced to the client by us.
3. No offer of employment will be extended to a candidate sourced by us without written confirmation from you outlining the conditions of the offer of employment. The instruction to offer is again deemed as acceptance of all the terms and conditions as set out in this document.
4. TOTM will make every reasonable effort to ensure that a candidate suits the client's requirements. The end hiring decision is yours and therefore you as the client accept all liability for the appointment. Neither we nor anyone acting on our behalf accepts liability for the accuracy of any information supplied in relation to candidates; whether this concerns employment history, work status, qualifications or personal circumstances or any other matter whatsoever.

### Techs On The Move

PO Box 59  
Westgate  
NSW 2048

mobile: +61 437 041 154  
email: [info@techsonthemove.com.au](mailto:info@techsonthemove.com.au)  
web: <http://www.techsonthemove.com.au>

ABN: 86 141 480 837



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### **Fees, Payment & Invoicing**

5. The fee (plus GST) payable by the client to TOTM, for the introduction of a candidate who subsequently accepts an engagement forms part of these Terms and Conditions. The fee plus GST is payable within Seven (7) days of the date of commencement (unless stated otherwise). The client warrants that it will advise TOTM immediately when it engages a candidate.
6. The recruitment process for fixed term positions is identical to that of a full time position. Accordingly the fee payable will be calculated according to the gross annual salary package based on full time employment.
7. Where it is necessary for TOTM to arrange any VISA applications, there will be an additional fee, which will be determined based on the country where the candidate is sourced.
8. A firm quotation will be provided for each request for a placement.

### **Replacement Guarantee**

9. The replacement guarantee applies for 90 days from the commencement date of any candidate.
10. If for any reason (other than redundancy/restructure or any change in the original job specification provided to TOTM at the time of the appointment) the employee should resign or be terminated within the guarantee period, we undertake to provide a replacement candidate (once only). The client must immediately notify TOTM in writing of the resignation or termination.

We reserve the right not to replace the candidate in the event of employer misconduct including any of the following substantiated allegations: workplace bullying, harassment, discrimination, unfair dismissal, not providing safe working conditions or misrepresentation of position.

11. If within twelve (12) calendar months of the termination of the original candidate the Client, or any associated organisation re-engages the candidate, the full fee will again become payable. The same circumstances apply should the Client refer the candidate to another organisation who subsequently engages that candidate.

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### **Liability and Indemnity.**

12. Once a candidate commences employment with the client, the candidate is subject to the client's control and direction.
13. The client agrees that we shall not be liable for any acts, omissions or errors of any candidates whatsoever, and by signing these terms and conditions you agree to indemnify and keep indemnified and keep us held harmless, from any liabilities, losses or claims incurred or suffered by us as a result of the engagement of, or acts or omissions of the candidate whatsoever. However, neither party will be liable to the other for any indirect or consequential loss. This clause survives termination.
14. TOTM shall not charge any fee to the candidate.
15. TOTM will not solicit or approach any candidate placed by us with a Client whilst they remain employed by the client. If a candidate directly approaches us we will inform the client to mediate the situation.
16. TOTM does not take any responsibility for relocation costs of candidates. If the client chooses to contribute towards relocation costs this will be agreed between the client and the candidate directly.
17. The client agrees to make necessary arrangements and cover the costs associated with providing 7 days modest accommodation, immediately upon the candidates arrival into Australia.

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### **General Provisions**

These general provisions are applicable to the engagement of all staff.

1. TOTM and the Client are independent contractors and this agreement shall not be construed as creating a relationship of partnership, joint venture, or employment relationship.
2. This contract covers the entire agreement between the parties and no previous representations, undertaking or oral terms will form part of this contract.
3. This Agreement will be governed by the laws of the state or territory where the services are provided (otherwise New South Wales) and the parties submit to the courts of such state or territory to determine any dispute.
4. Neither party will be liable to the other for any indirect or consequential losses, loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.
5. TOTM's liability under this agreement will be limited to the amount of one thousand dollars in the aggregate against any losses, liabilities, claims or demands. This clause survives termination.
6. a) Except as may otherwise be required by law, all representation, conditions and warranties (including any implied by law), and including any liability for negligence to the Client or any other person whatsoever, are hereby excluded, in respect of recommendations and appointments.  
b) TOTM manage all candidate information in accordance with the provisions of the Privacy Act 1988 (CTH). By signing this agreement you agree to comply with your obligations under the Privacy Act 1988 (CTH).

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## TERMS AND CONDITIONS

### **General Provisions continued.**

These general provisions are applicable to the engagement of all staff.

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read, understood and agree to these Terms and Conditions.

Signed for and on behalf of:

.....  
(name of organisation)

ABN:.....

Signature:.....

Title:.....

Name in full:.....

Date:.....

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