



Terms of Business – Recruitment

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Permanent Recruitment Services

The following are the agreed terms for the supply of personnel between CPG Consulting and the client.

1. The acceptance of a CPG Consulting resume and/or the interviewing of a candidate introduced by CPG Consulting will be deemed as acceptance by the Client of the Terms and Conditions set out herein.
2. The Client agrees to notify CPG Consulting immediately a Candidate is hired and agrees to pay the CPG Consulting fee within fourteen (14) days of the candidate starting with the client.
3. The fee payable to CPG Consulting by the Client for the introduction of a Candidate is a percentage (as per the Permanent Placement Fee Schedule below) of the gross remuneration salary package value including; Salary, Superannuation, within the first 12 months of employment.
4. The fee is payable by the Client if the Candidate referred by CPG Consulting is employed, engaged or hired, either directly or via a third party, within 12 months of referral to the Client.
5. Within the agreed guarantee period (standard 3 months) and provided fees are paid within trading terms, CPG Consulting guarantee to replace a person that either voluntarily departs the organisation from the position they were initially hired into or is formally managed out of the position they were initially hired into for poor performance. CPG Consulting is to be notified immediately of performance issues and the rectification process undertaken. The replacement guarantee is a once only to be claimed and used within 1 month of employee departure.
6. If the candidate ceases to be employed as a result of retrenchment or relocation of the Client's business, no guarantee will apply.
7. Introductions are confidential. Any employee engagement which is as a consequence of an application to the Client, even though the introduction is made indirectly, or has resulted from the passing on of an introduction to another employer, will render the Client liable for payment of the fee.
8. Liability and Disclaimer. CPG Consulting will take reasonable steps to confirm the qualifications, experience, ability and identify of the personnel they source, however CPG Consulting makes no representation as to the actual skill level or competence of the Personnel.
9. Costs of advertising are carried by CPG Consulting, except for display advertisements specifically authorized by the Client which shall be paid by the Client.
10. Ten percent (10%) of the fee payable to CPG Consulting will be added to all invoices as the GST component.

11. The client covenants and agrees that it will not impede or in any other manner involve CPG Consulting in any litigation arising out of or in connections with the action or judgements of personnel provided by the recruitment consultant.
12. Any amounts due to CPG Consulting under this agreement that are not received by CPG Consulting by the due date for such payment will attract interest at the rate of one and one half percent (1 ½%) per month, or, the maximum charge permitted by law, whichever is the lesser.

Terms and Fees – General Recruitment

Intellectual Property	Any candidate that is presented for consideration to your company for employment and is subsequently hired by you within a 12-month period is subject to a Project Fee
Project Fee	\$0 to \$100,000 = 15% of total package (refer 3. above) \$100,001 to \$180,000 = 18% of total package \$180,001 to \$250,000 = 22% of total package \$250,001 plus = 25% of total package
Acceptance	These terms can be accepted by the client either verbally or in writing. Receipt of a CPG Consulting resume or interviewing of a CPG candidate is deemed to be immediate acceptance of these terms.
Payment Terms	14 days from employee start date

Terms and Fees – Executive Recruitment

Executive recruitment is defined as those where the annual salary exceeds \$250,000 Australian dollars, inclusive of base plus super.

Intellectual Property	Any candidate that is presented for consideration to your company for employment and is subsequently hired by you within a 12-month period is subject to a Project Fee
Project Fee	25% of total package (refer 3. above)
Acceptance	These terms can be accepted by the client either verbally or in writing. Receipt of a CPG Consulting resume or interviewing of a CPG candidate is deemed to be immediate acceptance of these terms.
Payment Terms	Upon confirmation of engagement to CPG Consulting, the client agrees to pay CPG 25% of estimated project fee (refer to <i>Project Fee</i> above). Upon presentation of shortlist to client CPG Consulting will provide second invoice of 25% of estimated project fee. CPG Consulting will invoice remaining 50% of project fee once confirmation of start date has been confirmed. This invoice will become due two weeks from employee's start date.

Contract Personnel

The following are the agreed terms for the supply of contract personnel between CPG Consulting and the client.

1. The Client will clearly instruct CPG Consulting on the requirements of the assignment and duties for the Contract Personnel and the Client is responsible for the final selection of the Contract Personnel.
2. Contract Personnel are assigned under the direction and supervision of the Client and the Client is responsible for all acts, errors and omissions of the Contract Personnel for the duration of the assignment.
3. CPG Consulting will take reasonable steps to confirm the qualifications, previous referees, experience, ability and identity of the Contract personnel they source, however CPG Consulting makes no representation as to the actual skill level or competence of the Contract Personnel.
4. The result of all work performed by the Contract Personnel for the Client becomes the property of the Client.
5. CPG Consulting is to be provided with not less than two weeks notice of termination of the Contract Personnel's assignment.
6. The Client must have in place OH & S, anti-discrimination and privacy policies and procedures and must ensure the Contract Personnel work under conditions that are subject to those policies and procedures.
7. Authorization of the Contract Personnel's time sheets by the Client is deemed to be full acceptance of the work completed by the Contract Personnel.
8. CPG Consulting will invoice the Client on the basis of the hours worked as shown on authorized Contract Personnel's timesheets. The invoice is due and payable within 7 days.
9. The client agrees not to send through the details of a CPG Consulting contractor to a third party without the prior consent of a CPG Consulting employee.
10. Any Contractors that are introduced to the Client and are pay rolled directly to the client are to be invoiced at 20% as per 12 months standard salary based on minimum roster requirements and standard rate as per agreed contract. Should the Client anticipate that the Contract will be much shorter there will be the option for CPG to invoice Clients based on an upfront fee of contract period, for example: the Contractor may have signed into an agreement for 3 months on a 2 week on and 1 week off roster, for which we would charge in advance our standard percentage of anticipated time worked during this period. CPG reserves the right to invoice Clients on a continual contract basis for a period of up to 12 months when Contractors are contracted directly to the client.



CONSULTING

- 11. Any sum charged under the contract is inclusive of any taxes, duties, fees, superannuation contributions etc. If GST is applicable, the Client shall pay this in addition to the sum charged under the contract.
- 12. CPG Consulting and the Contract Personnel agree to maintain in strict confidence any and all confidential information, both personal or about the Client or its business in connection with the contract.
- 13. Any amounts due to CPG Consulting under this agreement that are not received by CPG Consulting by the due date for such payment will attract interest at the rate of one and one half percent (1 ½%) per month, or, the maximum charge permitted by law, whichever is the lesser.

CPG Consulting Representative

Authorised Representative for Client

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Signature

Signature