

1. Definitions

1.1 “Agent” means (Name of our Firm to be given)....., its successors and assigns or any person acting on behalf of and with the authority of (Name of our Firm to be given).....

1.2 “Client” means the person/s requesting the Agent to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.

1.3 “Candidate” shall mean any individual sent by the Agent to the Client for employment by the Client on a permanent, temporary or fixed term basis.

1.4 “GST” means “GST” means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 2017 and includes any tax charged in substitution for that tax. (To be included later when the receipts would cross 20 lacs)

1.5 “Services” means the provision of Candidates and any other work undertaken or services provided by the Agent to or for or on behalf of the Client.

1.6 “Fee” shall mean the price payable for the Services (which includes the Placement Fee, Deposit, and any additional charges and disbursements associated with the Services) as agreed between the Agent and the Client in accordance with clause 6 of this contract.

2. Acceptance

2.1 The Client is taken to have accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Agent.

2.2 These terms and conditions may only be amended with the Agent’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Agent.

2.3 Once the Candidate has been placed as an employee with the Client, the Client is deemed to be the Candidate's employer and is solely responsible for the Candidate (including remuneration and employment conditions). Subject to clause 5, the Agent shall have no liability or obligations in respect of the Candidate, including without limitation, in respect of the cessation of employment of the Candidate by the Client for any reason.

3 Provision of the Services

3.1 The Agent undertakes to use its best endeavours to provide reliable Services, and supply suitable, competent Candidates based on the Client's requirements. The Client agrees to clearly instruct the Agent of its requirements for Candidates and to notify the Agent immediately if there is any change in those requirements.

3.2 Any time specified by the Agent for provision of the Services is an estimate only and the Agent will not be liable for any loss or damage incurred by the Client as a result of provision being delayed. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Agent is unable to provide the Services as agreed solely due to any action or inaction of the Client then the Agent shall be entitled to charge a reasonable Fee for re-providing the Services at a later time and date.

3.3 The Agent may replace a Candidate (who has been supplied on a temporary basis) at any time with another Candidate of comparable qualifications without notice to the Client.

4. Introduction of the Candidate

4.1 The introduction of the Candidate is strictly confidential between the Client and the Agent. The Client shall be liable to pay the Agent the appropriate Fee if, on the initial employment of a Candidate with the Client on a temporary basis, or during the employment of a Candidate with the Client on a temporary basis, the Candidate is offered permanent employment by the Client, is further employed on a temporary basis by the Client, or is introduced by the Client to a third party and the Candidate is then employed by the third party on a permanent or temporary basis.

4.2 If the Client employs any Candidate introduced to the Client by the Agent or if any Candidate is introduced by the Client to a third party and the

Candidate is then employed by the third party on a permanent or temporary basis, then the Client shall be liable to pay the Agent the permanent recruitment fee of **(TO BE DECIDED AT YOUR END)**15% of the annual salary unless otherwise stated in accordance with clause 6.3(b).

5. Replacement Guarantee (TO BE DECIDED AT YOUR END)

Permanent Basis Only:

5.1 The Agent provides a three (3) month replacement guarantee (subject to the conditions set out in clause 5.3) with every Candidate supplied on a permanent basis. No guarantee is provided for Candidate's who were originally provided on a temporary basis. The replacement guarantee period shall begin from the first day that the Candidate is employed by the Client.

5.3 The conditions applicable to the replacement guarantee given by clause 5.1 are:

a. cessation of employment is due to poor performance by the Candidate, or the Candidate ceases employment by their own choice, and not due to restructuring of the job description, or redundancy, or redeployment caused by the Client;

b. payment in full of the Fee has been made within 14 days of receipt of invoice;

c. the replacement guarantee is limited to one Candidate replacement only;

d. the Client is to advise the Agent in writing within fourteen (14) days of employment separation that the Client wishes to engage the replacement process;

e. the Fee will be adjusted accordingly where the remuneration package differs from the initial placement;

f. in respect of all claims the Agent shall not be liable to compensate the Client for any delay in replacing the Candidate.

Client

Responsibilities

5.4 Temporary Basis Only:

a. At the end of each week (or upon the completion of a temporary engagement of a Candidate of less than one (1) week) the Client shall submit a timesheet (approved and endorsed by the Client) confirming the hours worked by the Candidate.

b. It is the responsibility of the Client to:

i.) provide supervision of Candidates to ensure that work is carried out to a satisfactory standard; and

ii.) provide Candidates with appropriate information, supervision and training to enable them to work safely; and

iii.) provide our Candidate with a workplace-specific and job-specific induction which is to be completed at the commencement of employment; and

iv.) familiarise the Candidate with the Clients operations, facilities, policies and procedures, and properly inform the Agent of any specific requirements of the job for which the Candidate has been hired to perform; and

v.) provide safe working conditions and to comply with all statutory and other obligations that are applicable pursuant to Indian Law (including, but not limited to, Occupational Health and Safety legislation) to employers and otherwise to treat the Candidate as if they were employed by the Client; and

vi.) effect and maintain insurance cover in respect of any claims which may be made against the Client by a Candidate that arise as a result of the Clients occupation of premises, and otherwise in respect of any act or omission in respect of machinery, equipment or vehicle(s) used by Candidate, and to indemnify the Agent against any such claims.

c. The Client acknowledges that it remains responsible for controlling the manner, time and place in which the Candidate shall carry out their duties, as assigned by the Client, and that in doing so the Client shall be liable for all acts and omissions of Candidates as for employees that have been employed directly by the Client.

d. If the Client requires a change to the role in which the Candidate is employed, the Client must first obtain written approval from the Agent.

e. The Client shall notify the Agent immediately of any accidents involving the Candidate.

5.5 Permanent Basis Only:

a. The Client acknowledges that, once the Agent has placed a Candidate with the Client, that the Client shall then be solely responsible for the remuneration and employment conditions of that Candidate.

6. Fee and Payment

6.1 At the Agent's sole discretion the Fee shall be either:

a. as indicated on invoices provided by the Agent to the Client in respect of Services provided; or

b. the Agent's quoted Fee which shall be binding upon the Agent provided that the Client shall accept the Agent's quotation in writing within thirty (30) days.

6.2 The Agent reserves the right to change the Fee if any material change to the specifications of the Services is requested which requires the Agent to perform additional or varied work.

6.3 Time for payment for the Services being of the essence, the Fee will be payable by the Client on the date/s determined by the Agent, which may be:

a. the date specified on any invoice or other form as being the date for payment; or

b. failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Agent.

6.5 Payment may be made by cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and the Agent.

6.6 Unless otherwise stated the Fee does not include GST. In addition to the Fee the Client must pay to the Agent an amount equal to any GST the Agent must pay for any supply of Services by the Agent under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Fee. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Fee except where they are expressly included in the Fee.

6.7 The Client acknowledges and agrees that the Client's obligations to the Agent for the provision of the Services shall not cease until:

- a. the Client has paid the Agent all amounts owing for the particular Services; and
- b. the Client has met all other obligations due by the Client to the Agent in respect of all contracts between the Agent and the Client.

7. Cancellation

7.1 The Agent may cancel any contract to which these terms and conditions apply or cancel provision of the Services at any time before the Services are provided by giving written notice to the Client. On giving such notice the Agent shall repay to the Client any sums paid in respect of the Fee. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.

7.2 Service Fee: In the event that the Client cancels provision of the Services the Client shall be liable for any loss incurred by the Agent (including, but not limited to, any expenses incurred, time invested and any loss of profits).

8. Limitation of Liability

8.1 The Agent endeavours to provide an accurate background check on Candidates qualifications and experience. However these details are based on information made available by Candidates and their referees. Therefore no responsibility can be accepted by the Agent for errors, omissions, or incorrect conclusions.

8.2 In no circumstances shall the Agent be liable for any personal injury resulting in injury or death, loss and/or damage or expense arising out of or caused by any act or omission of a Candidate whether or not any such act or omission is negligent, and the Client acknowledges and agrees to indemnify Candidates against all such liability whether alleged or proved. The Client is to include all Candidates in the Client's own public liability insurance cover.

9.3 Whilst the Agent makes every effort to ensure a Candidate's integrity, and endeavours to submit Candidates that are suitable for the Client's needs, no liability will be accepted for any loss, damage, or other costs, irrespective of how they are caused, or which the Client may suffer, or for which the Client may become liable, arising out of, or in connection with, the introduction of a Candidate to the Client (including, but not limited to, where a Candidate is required as part of any assignment to handle money's, securities, valuables or confidential information).

9.4 The Client hereby disclaims any right to rescind, or cancel any contract with the Agent or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Agent, and the Client acknowledges that the Services are bought relying solely upon the Client's skill and judgment.

9.5 The Client undertakes to indemnify the Agent against any loss or damages suffered and/or any costs incurred by the Agent as a result of any direct or indirect consequence of the employment of Candidates including but not limited to circumstances involving contributory negligence.

9.6 The Client agrees to indemnify the Agent against any claim whatsoever by the Candidate in respect of working conditions, harassment or discrimination allegations, or any other issue arising out of the workplace managed by the Client.