

# STANDARD TERMS & CONDITIONS OF BUSINESS



## 1. DEFINITIONS

In these Terms & Conditions of Business ('the Terms'), the following expressions shall be given the following meanings:

<b>"Assignment"</b>	The period during which RDR engages an On-Hire Worker to provide services to the Client.
<b>"Candidate"</b>	A person seeking a Position through RDR or a person identified by RDR as someone who might consider seeking a position through RDR and about whom RDR can provide relevant information regarding their availability or suitability for a position, including an On-Hire Worker.
<b>"Client"</b>	Any individual, firm, or corporation that engages with Rainy RDR to employ or engage a Candidate, or to whom an RDR Candidate is introduced.
<b>"Employ"</b>	To engage someone as an independent contractor, working director or officer, or in any remunerated position.
<b>"Engagement"</b>	The employment, hire, or use of a Candidate by the Client, directly or indirectly, on a permanent, temporary, or other basis, with or without a probationary period.
<b>"Fees"</b>	Include charges for various services, including placing candidates in permanent or temporary jobs and managing the employment of On-Hire Workers. Fees may be one-time or recurring, covering services such as advertising, disseminating information, arranging interviews, conducting skills testing and psychometric assessments, submitting documents for government clearances, and organising travel and transportation.
<b>"Introduction"</b>	The lawful presentation and representation of any information relating to a Candidate to a Client by RDR, even if the Candidate was previously known to the Client.
<b>"Notice Period"</b>	The required duration of advance notice that the Client must give RDR regarding the termination of a Candidate.
<b>"On-Hire Services"</b>	Services where RDR provides a worker to perform tasks under the Client's direction, supervision, or instruction. RDR is responsible for the worker's obligations, including payment. On-hire services do not cover the specific work performed by the on-hired worker.
<b>"On-Hire Worker"</b>	A Candidate supplied by RDR who is on assignment or engaged by a Client.
<b>"Placement"</b>	The successful filling of a position with a Client, someone acting on the Client's behalf, or due to the Client's disclosure of confidential information about Rainy Day Recruitment's Candidate without consent.
<b>"Placement Services"</b>	Services where RDR presents or represents candidates to persons seeking to hire them.
<b>"Position"</b>	A specific job role or employment opportunity that is available or anticipated to be available.
<b>"Rate"</b>	The ongoing fee the Client is required to pay for the Engagement of a Candidate. This includes all associated costs as outlined in the Schedule, and any additional costs arising from statutory or legislative entitlements.
<b>"RDR"</b>	Means UAB Proprietary Limited trading as Rainy Day Recruitment (ABN 37 643 714 238) whose registered offices are in South Australia.
<b>"Recruitment Brief"</b>	A detailed written specification outlining the Services requested, including the nature of the work to be performed, relevant person or position descriptions, any additional services to be provided, and any other necessary information required to fulfil the Services Request.
<b>"Related Entity"</b>	As defined in the Corporations Act 2001, and applicable with necessary modifications if the Client is not a body corporate under that Act.
<b>"Retained Basis"</b>	The supply of our Placement Services on the basis that we are paid for our services regardless of whether the position is filled or not. To avoid doubt, the engagement of our services on a contingent basis in circumstances where a cancellation or withdrawal of instructions fee is payable to us does not amount to engagement on a retained basis.
<b>"Schedule"</b>	A schedule to this Contract, which may be updated from time to time.
<b>"Third Party"</b>	A person who is not a party to this Contract.

## 2. ACCEPTANCE OF THESE TERMS & CONDITIONS

- These Terms are a contract made between Rainy Day Recruitment ("RDR") and a Client, being the party wishing to engage a Candidate for a permanent or temporary engagement.
- It sets out the terms under which we deliver our Services and you procure them.
- You do not have to accept our terms and should feel free to negotiate them with us. However, once you have accepted them, they will govern all future requests for our services unless they have been varied in writing or validly terminated.
- After we have provided you with a copy of these Terms and Conditions of Business, requesting our services, interviewing, or engaging in any manner with a Candidate lawfully introduced by RDR constitutes your acceptance of these Terms and Conditions of Business.
- You agree these Terms are reasonable to protect our interest in supplying Services.

## 3. RETAINED & FIXED FEE ASSIGNMENTS

- RDR provides retained and fixed-fee recruitment services for Clients seeking a structured and collaborative approach.
- Retained and fixed-fee assignments include all associated recruitment costs - ensuring no hidden fees or unexpected expenses.
- Fees, guarantee period, and service inclusions for retained and fixed-fee assignments are negotiated based on the scope, seniority, complexity, and urgency of the Position.
- Unless otherwise agreed in writing, retained and fixed-fee assignments are invoiced in three instalments:
  - 50% on acceptance of the assignment (non-refundable),
  - 25% on the Candidate's acceptance of an offer, and
  - 25% on the Candidate's commencement date.



#### 4. CONTINGENT ASSIGNMENTS FEES & GUARANTEES

- a) RDR provides contingent recruitment services on a "no placement, no fee" basis. Fees are only payable if a Candidate introduced by RDR accepts an offer of employment with the Client.
- b) Contingent Recruitment is a fixed-fee, fixed-guarantee model. The fee percentages, guarantee periods, and payment terms under this model are predetermined and not negotiable.
- c) Contingent fees are calculated as a percentage of the Candidate's total starting base salary plus superannuation as outlined in the accepted offer of employment.
- d) Invoices for contingent fees are issued upon confirmed acceptance of an offer by a Candidate. Payment terms are fixed in accordance with the Contingent Fee Schedule.
- e) The guarantee periods linked to each fee level apply strictly as described in this Agreement and are not subject to alteration or extension.
- f) Our Upon a Candidate's acceptance of an offer, the Client must nominate a fee level from the Contingent Fee Schedule in this Agreement. The selected fee determines the applicable guarantee period and payment terms.
- g) If the Client does not nominate a fee level prior to the Candidate's commencement, or if the Client engages a Candidate introduced by RDR without notifying RDR, a standard placement fee of 15% of the Candidate's total starting base salary plus superannuation will apply. In such circumstances, no guarantee period or alternative payment terms will apply.
- h) Contingent Fee Schedule:

Fee	Guarantee Period	Payment Terms
> 10.0%	1 Month	7 Days
> 12.5%	2 Months	14 Days
> 15.0%	3 Months	30 Days
> 17.5%	6 Months	30 Days
> 20.0%	1 Year	30 Days

#### 5. PAYMENT OF FEES (PERMANENT)

- a) Following an introduction by RDR, a fee calculated in accordance with these Terms will be charged for any Candidate engaged.
- b) Invoices for fees are issued upon the confirmed acceptance of an offer by a Candidate.
- c) Unless otherwise stated, you must pay our fees in accordance with these Terms.
- d) The fee is calculated as a percentage of the total starting base salary plus superannuation as outlined in an accepted offer of employment.
- e) Unless otherwise stated, payment terms are calculated from the commencement date of a Candidate and in accordance with Section 4.
- f) A fee is payable whether a placement is made immediately or at any time within the bonding period.
- g) The bonding period is defined as six months following the date of:
  - I. Initial introduction
  - II. The final interview, or
  - III. ongoing contact (whichever is the latter).
- h) The fee for undertaking retained and fixed fee assignments, in accordance with Section 3, will be on an agreed basis.
- i) GST (Goods & Services Tax) will be applied to all invoices.

#### 6. PAYMENT OF FEES (TEMPORARY ON-HIRE WORKERS)

- a) RDR provides temporary On-hire Workers on a casual fixed-term basis.
- b) Unless otherwise agreed in writing, payment will be made within 14 days of receipt of our invoice.
- c) Individual and separate schedules are provided for each fixed-term assignment.
- d) You agree to pay the On-Hire Worker rate (plus GST) outlined in the Schedule.
- e) You agree to verify and authorise time sheets.
- f) Authorising time sheets confirms that the On-Hired Worker will be paid for the hours indicated.
- g) Failure to authorise a time sheet does not alter your liability to pay for the hours worked.
- h) On-Hired Worker rates include statutory on-costs such as Superannuation Guarantee Contribution, Work Injury Insurance Premium, Payroll Tax (where appropriate), Public Liability, and Professional Indemnity Insurance, and payroll management services. If there is an increase in any legislated or statutory costs, the rate charged will be automatically adjusted from the date such changes take effect. You agree to accept and pay any such adjusted rates as part of the ongoing obligations under this agreement.
- i) GST (Goods & Services Tax) will be applied to all invoices.
- j) A fee will apply if you re-engage an On-Hire Worker introduced by RDR within 12 months after the conclusion of their initial assignment.
- k) A fee will also apply if the On-Hired Worker is engaged on a temporary or permanent basis by any related company or associated firm or if the On-Hired Worker transitions to another employment agency or business.

#### 7. TEMPORARY-TO-PERMANENT

If an On-hire Worker supplied by RDR is engaged by the Client on a permanent, ongoing, or fixed-term basis, a placement fee will apply. The fee is calculated at 15% of the total remuneration package, in accordance with clause 5(d). The fee payable is based on the timing of the On-hire Worker's engagement (from the original commencement date) as follows:

Time of Engagement	% of Full Fee Payable
> Within 3 months of commencement	100%
> 3 - 6 months of commencement	80%
> 6 - 9 months of commencement	60%
> After 12 months of commencement	20%

For the avoidance of doubt, a fee applies whether the transition is initiated by the Client, initiated by the On-hire Worker, or facilitated through another agency or third party.

## 8. EMPLOYMENT OF RDR STAFF

Should you offer employment to any RDR staff member within 12 months following the date of last contact with RDR, the Client will pay a fee equal to 50% of the total remuneration package last paid to the staff member by RDR.

## 9. OUR GUARANTEE

- a) RDR provides a 100% money-back guarantee on all permanent placements.
- b) Subject to clauses 9(c) and 9(d), where a Candidate leaves or is terminated at any time during the guarantee period, RDR will refund 100% of the placement fee.
- c) The guarantee will not apply if the Candidate's engagement with the Client is terminated because of redundancy, restructuring and reorganisation of the Client's business, economic circumstances, company closure, change of management, or substantial change from the original job description, or if the Candidate leaves because of bullying, workplace harassment, or the failure of an employer to meet their statutory or legal obligations.
- d) The refund will only be given if RDR is notified in writing within seven (7) days of the termination of employment and the fee is paid within the specified due period on the invoice.
- e) The guarantee does not apply where the Client engages a Candidate without notifying RDR as outlined in section 4 (g).
- f) The guarantee does not cover temporary-to-permanent assignments as outlined in Section 7.
- g) We offer a 14-day risk-free guarantee period for our On-Hire Workers.
- h) If an On-Hired Worker supplied is deemed unsuitable or fails to perform to the required standards within the first 14 days, there will be no charge to the Client, subject to the following limitations:
  - I. You must notify us in writing within 14 days, providing detailed reasons for deeming the On-Hired Worker unsuitable or their failure to perform.
  - II. This guarantee does not apply if the On-Hire Worker's unsuitability or failure is due to factors outside our control, including, but not limited to, inadequate supervision, unsafe working conditions, or changes in the job description without our prior written agreement.
  - III. The guarantee is limited to one replacement per assignment. If a replacement On-Hire Worker is also deemed unsuitable or fails within the initial 14-day period, any further replacements will be subject to standard charges.
  - IV. The guarantee period does not apply if the On-Hired Worker was engaged on an assignment lasting less than 30 days.

## 10. WORK HEALTH & SAFETY

- a) Parties will consult, co-operate & co-ordinate work health & safety and welfare responsibilities as required
- b) You acknowledge and agree that you are responsible, in conjunction with us and others, for the work health & safety of our On-Hire Workers.
- c) You agree to consult, cooperate and coordinate activities, in good faith, with us and with any other person who has a duty in relation to the work health & safety of our On-Hire Worker in accordance with the requirements of the applicable Work Health & Safety Laws or any other law relating to health and safety in the workplace.
- d) Before we supply any On-Hire Worker, you will comply with our reasonable requests for consultation to ensure a shared understanding of the risks, affected workers, and risk control measures associated with the work to be performed.
- e) You must provide all our On-Hire Candidates with a thorough site-specific induction, identifying all relevant risks at your own expense, before they arrive on-site and commence work.
- f) If you cannot provide the induction, we may provide it ourselves or obtain its provision through a Third Party of our choosing and charge you a reasonable cost and a handling fee.

## 11. WORKPLACE ENTITLEMENTS

- a) Under the Fair Work Act, employees (including casual and part-time workers), are entitled to various paid entitlements, including but not limited to breaks and rest periods, and domestic and family violence leave.
- b) Certain entitlements may be available in full immediately upon commencement.
- c) You agree to pay all costs associated with an On-Hire Worker's statutory workplace entitlements, including payment of the On-Hire Worker rate for the duration of any leave taken.

## 12. OUR OBLIGATIONS

- a) We are responsible for selecting, engaging, and appointing On-Hire Workers to perform work on your behalf.
- b) We are not obliged to engage, appoint, or retain any On-Hire Worker whom we have not sourced and may decline to do so for any reason we consider appropriate. Additionally, we reserve the right to terminate the engagement of any On-Hire Worker whom we have not sourced at our discretion.
- c) We will make reasonable efforts to introduce a suitable Candidate for your specified vacancy.
- d) We will take all reasonable steps to ensure that our Candidates are competent, skilled, and qualified to perform the work described in your Service Requests or Recruitment Briefs and hold the necessary registrations and licences.
- e) We are responsible for verifying our On-Hired Workers' work entitlements and for making and remitting all necessary statutory payments and deductions, including PAYG tax obligations and Superannuation.
- f) We will inform you of any applicable award, enterprise agreement, collective employment agreement, or other industrial instrument or workplace order that binds us and governs the work performed by our On-Hire Workers for you.
- g) We will conduct safety audits to ensure the safety of our On-Hired Workers and reserve the right to remove any On-Hire Worker from the workplace if it is deemed unsafe or poses a risk.
- h) We will obtain all legally required insurance and licenses necessary to provide On-Hire Services and confirm that our Candidates have obtained any required insurance.
- i) If we enter into a Service Level Agreement with you, we will be responsible for meeting the agreed service levels.

### 13. YOUR OBLIGATIONS

- a) You must conduct your business lawfully. If we reasonably believe you are not, we may suspend or withdraw our Services.
- b) You must not require us to act in a manner that could cause us to breach our licence conditions, certifications, or professional conduct responsibilities.
- c) You warrant that all information you provide to us or our Candidates regarding their engagement or potential engagement is accurate and not misleading, and you will ensure its accuracy.
- d) You agree to share the responsibility for assessing the suitability of any Candidate for the vacancy they are submitted for, ensuring that the Candidate:
  - I. possess the necessary qualifications, training, and experience to perform the work.
  - II. complies with any legal work health and safety requirements.
  - III. meets any other inherent requirements of the position, including genuine occupational requirements, professional or personal suitability, and any relevant licence, permit, or registration conditions.
- e) You are responsible for properly screening all introduced Candidates, including confirming academic and professional qualifications and verifying references before engaging a Candidate.
- f) You are responsible for obtaining work and other permits, arranging medical examinations, and satisfying all other legal requirements.
- g) You are responsible for controlling and directing our On-Hired Worker throughout the term of the assignment and for providing adequate supervision to ensure the On-Hired Worker meets the necessary standard of work during the assignment.
- h) Without limiting your general duty of cooperation, you will:
  - I. Allow us, our agents, and our On-Hired Workers to access your workplaces where our On-Hired Workers will be or are performing work to:
    - i. assess workplace safety and conduct inquiries following any incidents; and
    - ii. provide our On-Hire Services and enable our On-Hire Candidates to perform their work.
  - II. Provide us and our On-Hired Workers with the necessary information and assistance to facilitate our On-Hire Services and enable our On-Hired Workers to perform their duties.
  - III. Inform us and our On-Hire Workers about your relevant policies and procedures related to our On-Hire Services and the work our On-Hire Workers perform.
  - IV. Keep us fully informed regarding your use of our On-Hire Services, including promptly providing any information reasonably required to fulfil our Reporting Obligations.
- i) You must not direct our On-Hired Workers to perform work at any workplace with which we have not agreed.
- j) You must not on-hire, second, or lend our On-Hired Workers to any other person or organisation without our permission.
- k) You must identify and inform us of any inherent or genuine occupational requirements for the work our On-Hired Workers are to perform. You are responsible for making all reasonable adjustments required by applicable anti-discrimination laws.
- l) You must adequately supervise, instruct, and always direct our On-Hired Workers whilst they are on-hired to you, including times outside their working hours when they are accommodated, travelling, or engaged in social activities, within the scope of your legal responsibility.
- m) You must report any adverse conduct or performance issues regarding our On-Hired Workers so we can manage any feedback, counselling, or disciplinary processes with them directly.
- n) You must familiarise yourself with the relevant legislative provisions and supervise our On-Hired Workers to ensure they receive their proper entitlements, including breaks and rest periods.
- o) You must not, without our consent, require our On-Hired Workers to perform any work beyond their agreed skill level, classification, or job description or any work of a different type than initially agreed upon.
- p) If you require our On-Hired Workers to perform work above their agreed skill level, classification, or job description:
  - I. You must submit a written request to us with detailed information about the work and any associated risks.
  - II. We may decline your request and supply an alternative On-Hired Worker.
  - III. We reserve the right to negotiate a higher fee for the On-Hired Worker's services.
  - IV. You must provide any additional induction, plant, equipment, tools, stationery, and other items (including personal protective equipment) required for the On-Hired Worker to perform the work safely and efficiently.
- q) You must provide all Work Equipment at your own expense, except for any Work Equipment we or our On-Hired Workers have agreed to supply. If you fail to do so, we or our On-Hired Workers may provide it and charge you accordingly.

### 14. TERMINATION

- a) This contract can be terminated by providing written notice without ascribing any cause.
- b) For the termination of an engagement of an On-Hire Worker, the Client must inform RDR in writing of the termination.
- c) The Client is liable for payment of all authorised timesheets up until the point of termination.
- d) Where an Assignment is terminated before the actual end date by the Client, the Client is liable for payment of the Rate between the notification of termination and the actual end date in respect of the Notice Period set out in the Schedule.

### 15. RELATIONSHIP

- a) You may appoint us, and we may agree to act as your agent when making or receiving an offer of employment to a Candidate.
- b) The relationship between RDR and a hirer, the party wishing to engage a worker, is that of independent supplier and acquirer of our Services.
- c) Nothing in these Terms creates a partnership or joint venture relationship between RDR and the hirer.
- d) Neither RDR nor the hirer has the authority to bind the other, and neither is the principal or agent of the other.

## 16. LIABILITY & INDEMNITY

- a) RDR shall accept no responsibility to the Client regarding the suitability of any Candidate.
- b) The Client is responsible for all errors or omissions by an On-Hire Worker, whether negligent or wilful as if the On-Hire Worker were a member of the Client's own staff.
- c) Neither RDR nor any of its staff shall be liable for any loss, injury, damage, expense, or delay incurred or suffered arising from or in any way connected with:
  - I. failure of an On-Hire Worker to meet the requirements of the Client
  - II. any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise
- d) In consideration of RDR entering into an agreement with the Client incorporating these Terms, you agree to indemnify RDR against all liability for:
  - I. any loss, injury, expense, or delay suffered or incurred by a Candidate or On-Hire Worker, regardless of cause; and
  - II. any loss, injury, damage, expense, or delay suffered or incurred by anyone arising directly or indirectly from the acts or omissions of a Candidate/On-Hired Worker, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise.

This indemnity applies only to incidents occurring during or connected with the engagement of a Candidate and/or the assignment of an On-Hire Worker.

- e) The Client acknowledges that the limitations and exclusions of RDR's obligations and liabilities set out herein are reasonable and agrees to accept the associated risks and obtain appropriate insurance.
- f) Nothing in this clause shall be construed as purporting to exclude or restrict the liability of RDR to the Client for personal injury or death resulting from negligence, nor any statutory liability or any exclusion or limitation prohibited by law.

## 17. ACKNOWLEDGEMENT

- a) As a service provider, RDR invests significant financial, intellectual, and operational resources in sourcing Candidates, developing and maintaining Candidate relationships, understanding Client and Candidate requirements, and preparing Candidates for submission to Clients.
- b) This investment generates proprietary market knowledge and goodwill, forming an important part of RDR's business capital and a legitimate interest entitled to legal protection.
- c) Introductions are confidential. For the avoidance of doubt, an 'introduction' means the lawful presentation and representation of a candidate to the Client by RDR, even if the Candidate is known to the Client, including if the Candidate:
  - I. Is, or was previously, connected via social media accounts with you
  - II. Had previously provided a resume to you, or you had obtained a resume from the Candidate by other means
  - III. Was working with you, or had previously worked with you, or
  - IV. Was already known to you by any other means, including having been introduced by another recruitment services provider.

## 18. AGREEMENT

- a) RDR will maintain confidentiality in its dealings with Clients and Candidates.
- b) We will not present a Candidate to you unless we have permission from the Candidate to present their details.
- c) You agree that all Candidate information we provide to you (including the fact that the Candidate may be looking for work) is supplied confidentially and solely for the purpose of supplying, acquiring, and using our services.
- d) You agree not to use or disclose Candidate information for any other purpose without our consent, even if it is otherwise in the public domain.
- e) You agree to notify RDR immediately when an engagement is accepted and pay any fee within the prescribed time.
- f) You agree to pay our fees as set out in sections 5 and 6, without deduction, as and when they fall due for payment.
- g) You agree that you will not directly or indirectly charge our Candidates any Employment Premium for or in connection with the jobs they perform.

## 19. GENERAL

- a) If a dispute arises between the parties relating to these Terms, the parties undertake in good faith to use all reasonable endeavours to settle the dispute without legal action.
- b) These Terms are governed by Australian law. All disputes arising from these terms shall be subject to the exclusive jurisdiction of the Courts of South Australia.
- c) The Terms will be reviewed annually and may be subject to change.
- d) We may give you written notice of the variation of our fees and charges from time to time.
- e) If we give notice of a variation, it will not take effect until a period of 14 days have elapsed from the day on which we give notice.
- f) No variation can be made to these Terms without the written consent of a Director of RDR.
- g) These Terms supersede all previous arrangements in respect of its subject matter and embody the entire agreement between the parties.

## 20. SEVERANCE

If any term within this document is held to be invalid in any way or unenforceable, it will be severed, and the remaining terms will not be affected or impaired but will be construed so as most nearly to give effect to the intent at the time it was originally agreed.

## 21. ENTIRE AGREEMENT

- a) These Terms, together with its various parts, represent the entire agreement in relation to its subject matter. All implied and statutory terms, to the extent to which they are inconsistent with these terms, are excluded to the fullest extent permitted by law.
- b) By accepting the terms set out in this document, you acknowledge that neither RDR nor anyone acting on our behalf, has made any warranty or representation to you in relation to the matters covered by these Terms, which is not fully set out in this document, that you have not relied upon any such warranty or representation, that you have read the Terms, and that you have understood it.