



**TERMS OF AGREEMENT FOR
ENGINEERING RESOURCE SERVICES**

**THIS AGREEMENT is made on the date
below, BETWEEN:**

Rapallo PTY LTD ("COMPANY")

and _____

of _____

**("CLIENT") whose particulars are set out
below.**

PART 1 - PERMANENT RECRUITMENT

1.1 Terms of Payment

Terms of Payment are strictly full payment within 7 days of date of Invoice. Guarantee periods are not valid if payment in full is not made within 7 days. Rapallo reserves the right to charge interest for late payment.

1.2 Permanent Selection Fees

Rapallo's permanent selection fees are for locating, interviewing, screening, testing and pre-selecting candidates and are calculated as a percentage of the annual gross salary. Rapallo will invoice the client immediately following the client's acceptance of a candidate and an offer being made to and accepted by the successful candidate.

1.3 Advertising

Display advertising agreed to by the client will be submitted for client authorisation before publication. Rapallo will invoice advertising immediately following publication regardless of the stage of the recruitment assignment.

1.4 Reference Checks

Reference checking is carried out as far as it is practical to do so. Rapallo makes every effort to ensure the suitability of candidates presented. Rapallo cannot however accept any responsibility for any claim, error, loss, expense, damage or delay however occasioned by submitted or successful candidates.

1.5 Poaching

In the event that the client is interested in employing a candidate as a direct employee of their own, Rapallo would charge a permanent placement fee for this service. Fees are charged as a percentage of the first year's total gross annual remuneration package (inclusive of applicable benefits such as statutory government superannuation, motor vehicle, allowances, benefits, commissions, bonuses and any other means of financial compensation that represent cash salary in alternate forms) offered to the individual.

Staff salary to \$74,999	17%
Staff salary from \$75,000 - \$99,999	19%
Staff salary from \$100,000 - \$149,999	21%
Staff salary from \$150,000	25%

1.6 Employment Fees

Rapallo guarantees the employment of the successful Rapallo candidate from the date of commencement of

employment for 3 months, and credit the fee pro-rata, or provide a suitable replacement.

The Rapallo guarantee requires that:

Payment of the fee is made within 7 days of date of invoice.

Written notification has been given to Rapallo at least 5 days before the client's intention to call upon Rapallo guarantee prior to the expiry of the guarantee period.

The cessation of employment during the Rapallo guarantee period is not due to the restructuring of the job description or redundancy or redeployment caused by the client.

The client agrees that Rapallo will be provided with the opportunity to submit a mutually acceptable replacement candidate within four weeks of the date of notification of cessation of employment.

Fees are negotiated based on Gross Annual Salary.

1.7 Precedence

Terms and Conditions drawn up by the client and agreed to by Rapallo will take precedence over the above Terms and Conditions.

PART 2 - CONTRACTOR SERVICE

2.1 Terms of Payment

Terms of Payment are strictly full payment within 7 days of date of invoice to reimburse payment of contractor's fees and all statutory on-costs paid by Rapallo on the client's behalf. Rapallo reserves the right to charge interest for late payment.

2.2 Candidate Evaluation

In response to an enquiry from a client for the services of a contractor to work under the client's direction, Rapallo will introduce candidates for the client's evaluation. The date of response by Rapallo to the client's enquiry will be the date of commencement of the provision of services by Rapallo.

2.3 Workplace Safety

The client must provide a safe working environment and system of work, without risks to health and such information, instruction, training and supervision of Rapallo contractors temporary or employees as necessary to enable them to perform their work in a manner that is safe and without risks to health.

2.4 Candidate Engagement

In the event that the client determines that a candidate introduced by Rapallo should be engaged to provide the services, the client's arrangements will be with Rapallo and not with the contractor. The terms of the Contract between the client and Rapallo will be the Terms and Conditions set out in the Schedule confirming the engagement of the candidate as a contractor to the client. The Schedule will include a description of the service offered and list any special conditions. The Terms and Conditions and the Schedule will constitute a contract between the client and Rapallo and will bind the client and Rapallo on the commencement of the contractor.

2.5 Special Conditions

Where the Client and Rapallo agree to the special conditions as outlined in the schedule, the special conditions will have precedence over any contradictory clauses in these Terms and Conditions.

2.6 Previous Engagement

Rapallo will only introduce candidates to the client who have advised Rapallo that they have not previously been

introduced to the client in relation to the specific enquiry directed to Rapallo by the client.

2.7 Contractor Liability

Where the contractor is engaged as an independent contractor by Rapallo the contractor is not an employee, servant or agent of Rapallo. Where the contractor is engaged by Rapallo as a temporary employee such employment only exists to facilitate the engagement of the contractor by the client. Rapallo shall not be liable in any way whatsoever for any financial or other loss that may be suffered or incurred by the client as a result of the services rendered to the client by the contractor.

2.8 Privacy

The Client agrees to be bound by the Privacy Act 1988 (Cth) and must not disclose any Candidate details to any other party not involved in the recruitment process without the permission of both the Candidate and Rapallo.

2.9 Termination of Contract

Other than in the case of default or unsatisfactory performance by the contractor, a notice period of 30 days notice of termination is required; the Contract between the client and Rapallo may be terminated by either party upon giving to the other 30 day's written notice after the services have been satisfactorily provided for one week. Thereafter the minimum period of notice required will be as stated in the Schedule.

2.10 Invoicing

Unless otherwise agreed, Rapallo will invoice the client regularly from details shown on an approved timesheet.

2.11 Engagement Period

Should engagement period of the contractor extend beyond the anticipated duration set out in the Schedule, all other conditions will continue unchanged until varied by the client and accepted by Rapallo.

2.12 Confidentiality

Rapallo undertakes to maintain confidentiality in all its dealing with the Client and Candidates. Any information on Candidates provided to the Client is confidential and must not be disclosed by any unauthorised party.

2.13 Placement Fee

The client agrees that it shall pay Rapallo a placement fee calculated on the standard estimated gross salary package payable to the contractor or it's employees by the client should the client or any subsidiary, affiliate, related corporation or associated person of the client directly engage or employ the Rapallo sourced contractor during the term of the contract or within a period of six (6) months following the completion of the contract.

This placement fee shall also apply should the client engage or employ the contractor or any of its employees within six (6) months of the introduction date should a contract not be entered into.

The guarantee outlined in Clause 1.5, Permanent Recruitment does not apply for the above clause (2.13).

2.14 Precedence

Terms and Conditions drawn up by the client and agreed to by Rapallo will take precedence over the above Terms and Conditions.

2.15 Acceptance

Acceptance of these Terms and Conditions will be assumed through the issuance of a company issued Purchase Order.

SIGNED by a duly authorised representative of the Client

The Client _____

Address _____

Phone Number _____

I/We _____

Understand and agree to the terms of business set out in this document

Date this day _____ Month _____ Year _____

Signature _____

Name _____ Title/Position _____