Client Agreement

OLDROYDDIRECT

inter-cultural personnel the in-house export market

Product Development Projects Pty Ltd trading as OldroydDirect.
abn 84 010 541 876 202/118 Russell Street Melbourne Australia 3000
m 0421 088 448 **e** info@oldroyddirect.com.au **www.oldroyddirect.com.au**

Company:	ABN:
of (business address):	
(correspondence address):	

Contact 1

Name (first name)	(surname)
Position in company:	
Phone:	Mobile:
Fax:	Email:

Contact 2

Name (first name)	(surname)
Position in company:	
Phone:	Mobile:
Fax:	Email:

Contact 3

Name (first name)	(surname)
Position in company:	
Phone:	Mobile:
Fax:	Email:

EXPORT GOAL

Export Vision Statement:

Export Mission Statement:

CURRENT EXPORTS

Products Exported (Types):

Current Export Markets (Nations):

Current in-house Staff Numbers in Export Division:

Market	Position	No.	Qualification/Experience (general)

PROPOSED EXPORT GROWTH

New Product Types for Export (if any):

New Markets (Nations):

WORKFORCE PLAN

Additional Export Personnel required for planned Export Growth:

Market	Position	No.	Qualification/Experience	Start	Min. Term	Appointment*

* ■ Permanent (Full Time or Part Time) ■ Contract Project Assignment (Full Time or Part Time)

Projected Remuneration Package(s) and special terms, conditions, procedures of employment:

CLIENT AGREEMENT

BETWEEN

Company:	ABN:
of (business address):	

("Client")

AND

Product Development Projects P/L ABN 84 010 541 876 **trading as OldroydDirect**
of 202/118 Russell Street Melbourne VIC 3000

("OldroydDirect")

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS:

'**Agreement**' means the agreement between OldroydDirect and the Client in accordance with the terms and conditions in this Client Agreement.

'**Candidate**' means a person referred or introduced (directly or indirectly) to the Client by OldroydDirect.

'**Employment**' and '**Employed**' means employment of a Candidate by a Client in any position on any basis.

'**OldroydDirect**' means Product Development Projects Pty Ltd ABN 84 010 541 876 trading as OldroydDirect.

'**Personal Information**' means personal information provided by or obtained about the Candidate and provided to the Client.

'**Probation Period**' means three (3) months from the commencement date of Employment.

'**Recruitment Services**' includes screening, interviewing, referring or introducing a Candidate to the Client and, if applicable, Training.

'**Remuneration Package**' means the Candidate's total annual remuneration including but not limited to base salary plus employer superannuation contribution (including compulsory contributions) and any fringe or other benefits. If a motor vehicle is included as part of the package it will have a deemed value of $15,000.

'**Privacy Laws**' means Privacy Act 1988 (Commonwealth) and amendments including the Privacy Amendment Act 2000 (Commonwealth).

'**Training**' means the provision by OldroydDirect of six (6) training sessions during the Probation Period to a Candidate Employed on a permanent full time basis as described from time to time on OldroyDirect's website www.oldroyddirect.com.au (with each session being approximately four (4) hours and to be held at a time and place nominated by OldroydDirect).

TERMS & CONDITIONS

1. Application of Terms & Conditions

These terms and conditions shall apply to any contract for services entered into between the Client and OldroydDirect for the provision of Recruitment Services.

2. Acceptance of Terms & Conditions

The Client is deemed to have accepted these terms and conditions by requesting or instructing OldroydDirect to refer or introduce a Candidate to the Client (which includes but is not limited to submitting a curriculum vitae or the like to the Client). Further, a referral or introduction is deemed to have occurred whether or not:

(a) the Candidate was introduced pursuant to a specific request;

(b) a Candidate's application was previously rejected;

(c) the Candidate is subsequently referred or introduced to the Client from another source.

3. Contract for Services

(a) OldroydDirect shall refer or introduce potentially suitable Candidates to the Client in consideration for a fee and any reasonable out-of-pocket or other expenses incurred by OldroydDirect. The Client is obliged to pay the fees set out in clause 5 upon the Client (or any other party to whom the Client refers or introduces the Candidate) employing or retaining the Candidate.

(b) The contract for services is completed and entered into upon the referral or introduction of a Candidate by OldroydDirect to the Client. Each contract for services between the Client and OldroydDirect shall expire 12 months from the date a Candidate is referred or introduced by OldroydDirect.

4. Recruitment Services

(a) OldroydDirect shall provide the Recruitment Services to the Client, which generally includes:
  (i) introducing potentially suitable Candidates;
  (ii) providing information about a Candidate (including, where possible, a copy of the Candidate's curriculum vitae and documentary evidence of relevant qualifications); however, such information and documents have been supplied to OldroydDirect and OldroydDirect accepts no responsibility or liability for any errors or omissions;

(iii) upon Employment and payment of any fees due and payable to OldroydDirect, the provision of Training (but unless otherwise agreed in writing, Training will only be provided to a Candidate Employed on a permanent full time basis);
(iv) if requested in writing by the Client, assisting the Candidate to apply for any necessary visa and/or Australian permanent residency and/or citizenship (additional fees, charged at an hourly rate as agreed in writing by the Client and OldroydDirect, will apply '**Assistance Fee**').

(b) OldroydDirect makes no warranty about the authenticity or accuracy of information or documents given by a Candidate to OldroydDirect and provided to the Client.

5. Fees, Out of Pocket Expenses & GST

(a) The Client shall pay OldroydDirect the following fees:
(i) a placement fee equal to 20% of the Remuneration Package;
(ii) if applicable, a Training fee equal to 10% of the Remuneration Package; and
(iii) if applicable, the Assistance Fee;
(iv) if applicable, the replacement guarantee fee;
(v) if applicable, a non-refundable cancellation fee equal to 50% of the placement fee.

Unless otherwise specified, the Client is liable to pay these fees upon the Client employing or retaining a Candidate as evidenced by but not limited to the Candidate accepting the Client's offer of Employment.

(b) The Client must pay the placement fee, Training fee (which is payable in advance), Assistance Fee and reimburse any out of pocket expenses within 14 days of OldroydDirect rendering a tax invoice on the Client.

(c) If a Candidate is employed by a Client on a permanent full time basis, then the Client is liable to pay 50% of the placement fee plus the Training fee upon the Client employing or retaining a Candidate. These fees are not refundable. Upon the Candidate completing the Probation Period, the Client shall be liable to pay the balance of the placement fee and any other unpaid fees.

(d) If a Candidate's Employment status changes (eg from temporary, part time, fixed term contract or otherwise to permanent full time) during the 12 month period from the commencement date of Employment and the Candidate's Remuneration Package increases by 10% or more, then the Client shall be liable to pay OldroydDirect the difference between the placement fee paid or payable and a placement fee equal to 20% of the Candidate's increased Remuneration Package.

(e) The Assistance Fee shall be calculated at an hourly charge out rate as agreed in writing by OldroydDirect and the Client for additional services provided by OldroydDirect including but not limited to assisting the Candidate to apply for any necessary visa and/or Australian permanent residency and/or citizenship.

(f) The non-refundable cancellation fee is payable if a Candidate accepts an offer of employment, but the Client does not for any reason proceed with the appointment.

(g) The Client shall reimburse OldroydDirect for any out-of-pocket or other expenses reasonably incurred in providing the Recruitment Services.

(h) Any fees or charges payable under this Agreement are exclusive of GST.

(i) OldroydDirect may change the fees payable by a Client by giving the Client not less than 7 days written notice before the change takes effect.

6. Offer of Employment

(a) The Client is solely responsible for and shall determine the suitability for employment of any Candidate referred or introduced by OldroydDirect;

(b) The Client must not contact any Candidate directly unless authorised by OldroydDirect;

(c) The Client must immediately provide OldroydDirect with a copy or written confirmation of any offer of employment made by the Client to a Candidate.

(d) If the Client wishes to recover the Training fee from the Candidate, then the Client shall include as a condition of any offer of employment that the Training fee shall be deducted from the Remuneration Package during the Probation Period (on such terms as are agreed by the Client and the Candidate).

7. Replacement Guarantee

(a) Unless otherwise agreed in writing, the replacement guarantee shall only apply to a Candidate employed by a Client on a permanent full time basis.

(b) If a Candidate resigns or the Client lawfully terminates the Employment during the Probation Period ('**Termination**') then OldroydDirect will take all reasonable steps to refer or introduce new Candidates for that position.

(c) The replacement guarantee is conditional upon:

(i) the Client notifying OldroydDirect in writing of the Termination within 7 days of Termination;
(ii) the Client first paying OldroydDirect a replacement guarantee fee equal to 33% or 66% or 100% of the Training fee (33% is payable if the Termination occurs after the Candidate has attended two or less Training sessions, 66% is payable if the Termination occurs after the Candidate has attended 3 or 4 Training sessions and 100% is payable if the Termination occurs after the Candidate has attended between 5 or 6 Training sessions);
(iii) no moneys being owed by the Client to OldroydDirect;
(iv) the Client exclusively appointing OldroydDirect to provide a replacement Candidate;
(v) the position for which a replacement Candidate is sought is the same as the position vacated;
(vi) the Termination not being caused by or as a result of business closure or restructuring, redundancy or change in Client policy or management.

(d) In the event the Client exercises the replacement guarantee and subsequently re-employs the Candidate to whom the Termination applied, then Client must immediately notify OldroydDirect and pay the placement fee and Training fee specified in clause 5 above.

8. Client Obligations

(a) The Client must not disclose any Personal Information to any other party.

(b) The Client must not use any Personal Information other than in accordance with the Privacy Laws.

(c) The Client must not contact a Candidate's employer or referees without first obtaining OldroydDirect and the Candidate's written consent;

(d) If, within the 12 month period from the commencement date of Employment, there is any material change to a Candidate's Employment status (eg from a temporary, part time or fixed term contract position to a permanent full time position), then the Client must give written notice to OldroydDirect within 14 days of any such change and such notice must include details of any change to a Candidate's Remuneration Package.

9. Liability & Indemnity

(a) OldroydDirect and its servants and agents shall not (to the maximum extent permitted by law) under any circumstances be liable for any loss or damage suffered by the Client arising out of or in connection with:

(i) the provision of or failure to provide the Recruitment Services or any other services provided by OldroydDirect under this Agreement;

(ii) a Candidate's Employment.

(b) The Client indemnifies OldroydDirect and its servants and agents against any loss or damage suffered or incurred by OldroydDirect and its servants and agents (and any associated costs, charges or expenses) arising out of or in connection with a Candidate's Employment.

10. Consent to Publication

The Client consents to OldroydDirect publishing and using for marketing or promotion purposes:

(a) the Client's name and logo; and

(b) if applicable, the fact that the Client has employed a Candidate.

11. Variation

Any variation of this Agreement must be in writing and agreed before the introduction of a particular Candidate.

12. Applicable Law

The law of the state of Victoria governs this Agreement and each party submits to the non-exclusive jurisdictions of the Victorian courts.

Client

SIGNED: Date: / /

FOR AND ON BEHALF OF:

Company: ABN:

Name of authorised signatory:

Position in company:

OldroydDirect

SIGNED: Date: / /

FOR AND ON BEHALF OF:

Product Development Projects P/L trading as OldroydDirect ABN: 84 010 541 876

Name of authorised signatory:

Position in company:

PRIVACY POLICY

OldroydDirect adheres to:
The 10 "National Privacy Principles" of the Privacy Amendment Act 2000 (Commonwealth).

PROTECTION OF CLIENT INFORMATION

OldroydDirect respects your privacy as a Client and your corporate information is managed in accordance with the privacy laws.

Information about your corporation is collected primarily to:

- present to Candidates for the purpose of recommending a suitable recruit
- ascertain your requirements
- optimise our service to you.

The kind of information required about your corporation and possibly not otherwise publicly available includes but may not be limited to:

- staff numbers
- terms and conditions of employment
- target export markets
- schedule for export staff recruitment
- export contracts
- export vision
- in-house export expertise

Your corporate information may be collected when you:

- visit our website
- forward your application form
- contact us by telephone
- meet with us

Other information about you may also be obtained through third parties, for example:

- ASIC
- Austrade

We will take reasonable steps to ensure that such information is accurate, complete and up-to-date.

In endeavoring to recommend a suitable Candidate for placement we may disclose your information to:

- potential Candidates
- our professional consultants
- entities related to OldroydDirect
- ASIC

OldroydDirect takes reasonable steps to ensure that any third party employed or contracted to perform a service which involves disclosure of or access to your company information is bound not to use such information for any purpose except that for which it was supplied.

Your company information is otherwise kept confidential.

Additional company information which we acquire from third parties may be disclosed to you within a reasonable time upon your email request provided you pay (in advance) our reasonable costs (including any out of pocket expenses).

Information provided by you via our website may be stored in overseas servers.

It is your responsibility to notify us of any changes to the company information you provided to us.

Your company information may be stored in both hard copy or electronically. We take reasonable precautions to protect your stored company information from unauthorised access.

Survey information tracking traffic patterns and volumes may be gathered about users accessing our websites. Such information is stored collectively, anonymously and in the aggregate, and used to assist us internally in improving our services. It is not disclosed to other parties except related entities or where required by law.

1We value your feedback which we invite you to email to us with any comments you may have about our privacy policy.

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