

The Terms & Conditions as set out below are applicable to Select Education and its clients.

In these Terms of Business:

- (a) "assignment" means the use of a Candidate by you or an associate under the terms specified herein, whether in respect of permanent staff, casual staff or pursuant to a contract for services;
- (b) "associate" has the same meaning as in the Corporation Law;
- (c) "candidate" means:
  - (i) in respect of permanent staff, a person engaged by Select Education pursuant to a contract of service who is introduced to you for an assignment which will generally be of specific task or term;
  - (ii) in respect of casual staff, a person contracted to Select Education pursuant to a contract of service and who provides such services at premises nominated by you to Select Education.
- (d) "Gross salary" include all payments, superannuation, bonuses, benefits in kind (including motor vehicle) and any other payment arising from the assignment, and
- (e) "the Enterprise Agreement" means the Select Education Enterprise Agreement 2003, as varied.

## THE ASSIGNMENT OF PERMANENT STAFF

1. You accept these Terms of Business for the Assignment of Permanent Staff by interviewing a Candidate.
2. Within fourteen (14) days from the issuance of an invoice by Select Education relating to the Assignment, you will pay Select Education a fee calculated as follows:
  - (a) A percentage, as agreed in writing by us, of the Candidate's gross salary to be received during the first 12 months. The recruitment process for part-time position is identical to that of a full time position. Therefore the fee payable will be calculated according to the gross annual salary package based on full time employment;
  - (b) A fixed placement fee of an amount agreed in writing by us, or
  - (c) You may agree with Select Education to provide you with a Casual Candidate, (in accordance with the provisions of The Assignment of Casual Staff) for a trial period of no more than four (4) consecutive weeks, before deciding whether the Candidate is suitable. After which the assignment will either be terminated, or a fee calculated in accordance with (a) or (b) above will be payable.

The fee is still deemed payable, even if the Candidate is assigned to a role different from that originally intended. No charge whatsoever is made to the candidate. Goods & Services Tax (GST) at the prevailing rate will be charged wherever it applies.

3. Select Education cannot guarantee that a Candidate is available to, or will, accept any potential assignment.
4. Select Education will make every reasonable effort to ensure that Candidates suit your requirements. However, it is the ultimate responsibility of the client to satisfy themselves as to the suitability of a Candidate for a particular position. In this respect you may terminate the assignment of a Candidate by the giving of no less than seven (7) days written notice to Select Education. A fee may be charged and become payable, if termination of the assignment occurs after the Candidate has accepted a job from the Client.
5. Neither Select Education nor anyone acting on our behalf will be liable for the accuracy of any information supplied in good faith in relation to the Candidates, whether such information concerns the Candidate's employment history, qualifications, personal circumstances or other matters. We will obtain work permits, confirmation of registration and medical reports, where applicable, but will not be responsible for the validity or accuracy of such documents.
6. The introduction of a Candidate by Select Education is confidential to you. You must not, directly or indirectly, introduce or transfer a Select Education Candidate to any other person, firm, education establishment, child care facility or corporation which subsequently engages or employs the Candidate in any capacity. If this should happen, you will be liable to pay Select Education a placement fee.
7. As the Candidate, once employed by you, is subject to direction from you in respect of the day to day requirements of the assignment, Select Education will not be liable for any loss, damage or expense suffered or incurred by you, or any other person, firm or corporation, arising from the introduction or your assignment of the Candidate.
8. You will indemnify us against any loss, claims and liabilities incurred by us arising from your negligence, breach of duty or breach of obligations under these Terms of Business.
9. You must not directly employ, or seek to directly employ, a member of our staff. If a member of our permanent staff accepts an assignment with you within six (6) months of leaving our employ, you will be liable to pay us the full fee as provided in Point 2(a) above, as if such member of staff had been introduced to you as a Candidate. If you intend to engage a Candidate whom we have introduced to you, you must notify Select Education immediately of your intention. You must also advise us of the agreed salary, including any superannuation, bonus and benefits in kind.
10. You must use your best endeavours to not place a Candidate in a position where allegations of impropriety or inappropriate behaviour can easily be made against the Candidate (such as placing the Candidate in a situation where there are no independent witnesses to verify the Candidate's conduct towards an infant, child, student or other young person under the care, management or supervision of the Candidate).
11. You must inform us immediately if you have any complaints regarding the conduct of a Candidate or of any other circumstances that affect the Candidate's ability to perform the Assignment to your satisfaction.
12. If during the trial period, as referred to in 2(c) above, overtime and/or penalty provisions apply to the assignment pursuant to the Enterprise Agreement, they will be charged to you. It is your responsibility to approve any overtime prior to the Candidate carrying out the overtime, as well as signing the Select Education timesheet as authorisation. If the Enterprise Agreement provides for payment for public holidays, annual leave or other benefits, Select Education retains the right to pass on any such charges to you.
13. Replacement Guarantee:

Select Education offers a replacement guarantee period of one (1) month from the commencement of the successful Candidate's assignment to your premises, subject to receiving payment, within the stipulated time, of a fee in accordance to 2(a) above.

If a Candidate is engaged (in accordance with the provisions of 2(b) or 2(c) above), the guarantee period will be agreed by us in writing at the commencement of the recruitment process, but will not exceed a period of one (1) month. This is also subject to receiving payment within the stipulated time. If, within the guarantee period, the Candidate resigns, or is terminated for any reason (other than genuine redundancy, substantial restructure or a change in the original job specifications provided to Select Education at the time of appointment):

- (a) We will provide you with a replacement Candidate(s); and
- (b) Your account will be credited with the amount of the original fee, and a new invoice will be raised based on the salary of the replacement Candidate or any other amount as agreed to by us in writing.

Any credits issued under this replacement guarantee may only be used for the subsequent appointment of a new Candidate by Select Education as a permanent employee with you. Credits issued under this provision can not be applied to charges for any other services provided to you by Select Education. Should the credit not be utilised within twelve (12) months for the replacement Candidate, the credit becomes void and is rescinded.

A renewed guarantee will take effect from the date the replacement Candidate commences employment with you. You will be notified within 24 hours in the event that the Candidate's assignment is terminated at our initiative or by the Candidate to us. You have an obligation to advise us within 24 hours of any circumstance or event occurring at your premises or in relation to the assignment or in relation to the assignment which may give rise to such resignation or termination.

For your replacement guarantee to remain in force, your account for fees must be paid within the stipulated period. Accounts not paid within this period remain due and payable, but the replacement guarantee will not apply.

If within three (3) months of the resignation or termination of the Candidate, that Candidate accepts an assignment with you or an associate, the full fee as originally agreed for the placement of that Candidate will again become immediately due and payable.

## THE ASSIGNMENT OF CASUAL STAFF

1. You accept these Terms of Business for the Assignment of Casual Staff by engaging Select Education to provide you with the services of a Casual Staff.
2. You will:
  - (a) Pay Select Education's prevailing hourly rate or scale of charges or any agreed amount for a Casual Staff advised to you at the time you book the Casual Staff, together with any other incidental charges advised to you;
  - (b) Have a duly authorised representative sign our time sheets, to verify the number of paid hours worked by the Casual Staff, for the duration of the Casual Staff's assignment with you (the "Assignment").
3. Select Education will submit invoices for charges and any other appropriate costs on a weekly basis. Goods & Services Tax (GST) at the prevailing rate will be charged wherever it applies. Invoices are payable within seven (7) days of their date of issue.
4. Unless otherwise agreed, Select Education will be responsible for making all due payments to the Casual Staff in respect of the assignment.
5. We will obtain work permits, confirmation of registration and medical reports, where applicable, but will not be responsible for the validity or accuracy of such documents.
6. You will be responsible for the day to day supervision of the Casual Staff throughout the term of the Assignment, commencing from the time the Casual Staff reports to you to take up duties. In this respect, you acknowledge and agree:
  - (a) That neither Select Education nor anyone on our behalf will be liable for any loss, expense or damage caused by any act or omission of the Casual Staff;
  - (b) To comply with all statutes, by-laws and legal requirements affecting the Casual Staff to which you are subject, and
  - (c) To indemnify us against any costs, claims and liabilities incurred by us arising from the services to you by the Casual Staff.
7. While every effort will be made by us to give satisfaction to you by ensuring reasonable standards of skill, integrity and availability, neither ourselves nor anyone acting on our behalf will be liable for any loss, expense, damage or delay arising from the negligence, dishonesty, misconduct, lack of skill or medical condition of a Casual Staff, the failure to provide you with a particular Casual Staff or the failure to provide you with a Casual Staff for the whole or any part of the intended Assignment.
8. You must use your best endeavours to not place a Casual Staff in a position where allegations of impropriety or inappropriate behaviour can easily be made against the Casual Staff (such as placing the Casual Staff in the situation where there are no independent witnesses to verify the Casual Staff's conduct towards an infant, child, student or other young person under the care, management or supervision of that Casual Staff).
9. You must inform us immediately if you have any complaints regarding the conduct of a Casual Staff or in respect of any other circumstances that affect the Casual Staff's ability to perform the Assignment to your satisfaction.
10. If the services of the Casual Staff are not satisfactory to you, we will cancel the charge for time worked by the Casual Staff provided the Casual Staff leaves the Assignment immediately and you give us notice by telephone (followed by written confirmation sent the same day) within the following time periods:
  - (a) Within eight (8) hours of the Casual Staff commencing duties, where the intended Assignment was for more than eight (8) hours; and
  - (b) Within four (4) hours of the Casual Staff commencing duties, where the intended Assignment was for eight (8) hours or less.
11. Where a Casual Staff converts to a permanent position, this shall only occur with the agreement of Select Education and you are obligated to contact Select Education immediately in respect thereof. Any relevant fees and/or guarantee period will be discussed and negotiated at the time. There will be no rebate of the Fee if the assignment is subsequently terminated.
12. In the event that:
  - (a) You or any associate (within the meaning of that term in the Corporations Law) directly engages or employs a Casual Staff during the course of the Assignment, or within six (6) months after the completion of their last Assignment with you, or
  - (b) You introduce or transfer a Casual Staff to another person, firm or corporation which subsequently engages or employs the Casual Staff in any capacity,You must pay Select Education a placement fee at the rate nominated by Select Education from time to time.
13. You are responsible for notifying Select Education of any form of tax exemption that your organisation qualifies for. You will be required to provide copies of documentation, or complete the necessary exemption form(s) which will be provided by Select Education. This form must be completed and returned to Select Education prior to the commencement of any Casual Staff. Any taxes calculated and invoiced prior to Select Education receiving the exemption form will not be reversed. You will be responsible for claiming any refunds of tax that may otherwise be returned to you.
14. (a) All clients have a Duty of Care obligation to the Casual Staff under the Occupational Health and Safety Act, Regulations, Code of Practices and Standards, as appropriate, to ensure there is a provision of:
  - i) a safe workplace;
  - ii) a safe work system;
  - iii) adequate supervision and training;
  - iv) an induction to site and equipment, including amenities and evacuation procedures;
  - v) eliminating hazards and controlling risks to health and safety.
- (b) The client agrees to notify Select Education of any changes to/of workplace or tasks to be performed by the Casual Staff.
- (c) The client shall not allow the Casual Staff to carry out work on a site or on equipment considered unsafe by any party, or where the Casual Staff does not have previous experience.
- (d) The client shall notify Select Education of any injuries to the Casual Staff and notify the relevant Authority of any serious injuries.
- (e) The client agrees to hold Select Education harmless from any penalty or cost issued against Select Education due to the negligence or breach of any statutory obligation by the client.
- (f) Select Education will take every opportunity to ensure that Casual Staff adhere to dress standards and present for work wearing the appropriate clothing and footwear (where required). It is the client's responsibility to ensure that the Casual Staff does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.
- (g) Select Education has the rights and responsibility to act in consultation with the client and Casual Staff on health and safety within the work environment.
15. Contract drivers will only be provided by Select Education under pre-arranged circumstances prior to the commencement of the Casual Staff. Current legislation dictates that it is an offence to drive a vehicle containing children without a permit, and prior authorisation and approval from the appropriate governing body.

## UNPAID ACCOUNTS

If your account remains unpaid and you have not made alternative arrangements with us by the due date, we may commence recovery action.

Recovery action may consist of suspending our services to you, referral of unpaid accounts to our external collection agencies, legal action or a combination thereof.

If our external collection agencies are engaged or legal action commenced, we will seek to recover from you, any additional costs, charges, commission or legal fees incurred as a result of these actions.

These terms and conditions are deemed to be the basis of our agreement in the provision of Permanent and Casual staff for your organisation. The Management of Select Education would like to thank you for the opportunity to demonstrate our services, and look forward to sharing a successful ongoing relationship in the future.

**NO ALTERATION OF THESE TERMS ARE ACCEPTABLE  
UNLESS CONFIRMED IN WRITING BY ONE OF OUR DIRECTORS.**

A member of the **Vedior** Group of Companies