



E Resourcing Australasia

THE TERMS OF AGREEMENT FOR A PLACEMENT (Project Work) USING PLATINUM SELECT

Read these Terms of Agreement carefully as they are binding upon you. It is our policy to strictly enforce the Terms in the event of any dispute.

This agreement (hereinafter to be called "the Agreement") is made

BETWEEN: E Resourcing Australasia (hereinafter to be referred to as "ERA")

AND: the Client which could be either an Employer or Recruiter (hereinafter to be called "the Client").

ERA is in the business of providing Human Capital, when and as required by the Client's position Brief.

1. ERA (Platinum Select Service) will introduce candidates to the Client for appointment by the Client as required or the Client can search ERA's database @ www.e-ra.biz (go to Platinum Select).
2. ERA provides an introductory service only, and does not make any checks on candidates, unless asked and agreed prior to commencement of search, neither does it provide any assurances as to a candidate's suitability both technically or otherwise.
3. The said Terms of Agreement will constitute the only contract between ERA and the Client.
4. The said Terms of Agreement can be varied only by written agreement between ERA and the Client.
5. An introduction of a candidate shall be deemed to have taken place when ERA provides to the Client any information relating to a candidate. The agreement comes into effect upon an introduction taking place.
6. If an appointment of a candidate is made by the Client within 24 months of an introduction by ERA. ERA's fees as set out in Clause 12 below, become payable.
7. An appointment takes place whether a candidate is engaged as an employee or non employee basis.
8. An introduction is strictly confidential. If the breach of this Clause by the Client results in the appointment of a candidate by a third party, the Client shall pay the full fee to which ERA would have been entitled if the appointment had been made by the Client. A third party includes, but is not limited to any associated company, subsidiary or other company with which the Client is connected.
9. The Client shall notify ERA immediately an appointment or an offer is made.
10. ERA's fee is calculated as a fixed fee per project as indicated in the table below.
11. ERA's fees are (exclusive of any applicable taxes etc) :

Month/s	AUD
< 1mth to 1 mth	@ \$500
> 1mth to 3 mth	@ \$1350
> 3mth to 6 mth	@ \$2700
> 6mth to 9 mth	@ \$4000
> 9mth to 12 mth	@ \$5100
> 12 + to open	@ \$5100 + \$400mth

ERA's fees become payable on the appointment of a candidate, including any appointment as detailed in Clauses 7,8 and 9 above. An appointment takes place whether or not such appointment is conditional upon the passing of a probationary period.

12. An invoice is payable within 14 days of its date of issue for the duration of the project as confirmed by the Client and / or agreement with the candidate. If payment is not duly made within 14 days, the Client shall pay interest on the sum of money due at 2% above the current Commonwealth's Bank Base Rate. If paid within 7 days by cheque or electronic

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payment, a 1.5 % deduction can be claimed. Please indicate before the invoice period if this is your preferred method of payment.

13. The Client shall bear any legal costs incurred by ERA if an invoice is not paid or if it is paid after 14 days have elapsed since it was issued for payment.
14. No rebate (no part month rebate) shall be payable if :-
 - (i) An appointment is rescinded ;
 - (ii) ERA is not notified in writing within 7 days of the termination of the appointment together with the reasons for it;
 - (iii) The fee is not paid to ERA within 14 days of the tendering of the invoice;
 - (iv) The cause of termination has no bearing on the candidate's qualifications, capability or conduct;
 - (v) The candidate's position is no longer required or project ceases;
 - (vi) The Client refuses for ERA to conduct a replacement search, unless both parties agree otherwise
15. Regardless of the said Terms Conditions being signed and returned to ERA or by any other means (verbal, written or electronically) and the Client uses a Candidate of ERA's, then the said Terms & Conditions will be binding.
16. E&OE

If this signed document is returned by fax, please ensure that the company stamp, the authorising signature, and the date appears on both pages.

Signed for and on behalf of ERA

Signed for and on behalf of

BY:

BY:

NAME:

NAME :

TITLE :

TITLE:

Whatever it takes !