

TERMS AND CONDITIONS

1) DEFINITIONS

- Client: Any company or individual that contracts the services of Wavelength Consulting.
- Candidate: Any individual referred to the Client by Wavelength Consulting.
- Salary Package: The total of all rewards of any nature including (without limitation) annual salary or rates of pay provided in an industrial instrument, superannuation, provision of a motor vehicle and allowances such as mileage allowance or sustenance allowance, which the Client agrees to pay to or provide for the Candidate for fulfilling the Position.
- Placement Fee: The fee payable by the Client to Wavelength Consulting for the introduction and placement of the Candidate by Wavelength Consulting calculated as a percentage of Salary Package as defined above.
- Position: The position described in writing, or any other position which the Client may offer to the Candidate within 12 months of the introduction of the Candidate to it.

2) RETAINER

The Client retains Wavelength Consulting to use its best endeavours to introduce to the Client, Candidates for the Position.

3) OBLIGATION OF WAVELENGTH CONSULTING

Wavelength Consulting will have fulfilled its obligation and will be entitled to a Placement Fee upon the Candidate accepting appointment to the Position.

4) ACCEPTANCE OF POSITION

The Candidate will be taken to have accepted the Position if the Candidate enters into any contract, arrangement, practice, understanding or undertaking, whether directly or indirectly, formally or informally, to provide service or services to, or on behalf of, or in connection with the Client within 12 months of the Candidate being introduced to the Client by Wavelength Consulting

5) NO REFERRAL

The Client may not refer or recommend (directly or indirectly) a Candidate to any other person, firm, corporation, organisation or business entity within the period of 12 months commencing from the time of referral of the Candidate to the Client by Wavelength Consulting. Should the Client do so, and the Candidate accept a position (as described in the preceding clause) with that third party, then the Client will immediately pay to Wavelength Consulting the Placement Fee.

6) RESPONSIBILITIES OF WAVELENGTH CONSULTING

1) Wavelength Consulting will refer Candidates to the Client on the basis of the information provided to it by the Candidate. Wavelength Consulting will use reasonable endeavours to establish the accuracy of information provided to it by the Candidate, however the Client must make and rely upon its own enquiries with regard to matters the Client considers relevant in determining to engage the Candidate.

2) Wavelength Consulting will not be liable in any way for any loss or damage to property or for any injury or death of a person or for any other lost cost, damage, delay or loss of profit arising directly, or indirectly, from any act or omission of a Candidate introduced by Wavelength Consulting.

The Client indemnifies Wavelength Consulting against any liability or damages, expenses, costs or compensation that Wavelength Consulting may have to pay to any party for:

- (a) any act or omission of the Client or its employees, agents or servants including without limitation any act or omission that may contravene the provisions of any equal opportunity legislation;
- (b) the failure or alleged failure of a Candidate duly to perform the service or services for the Client.

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7) PLACEMENT FEE

A Placement Fee will become payable to Wavelength Consulting on the appointment of the Candidate to the Position. Fifty percent (50%) of the Placement Fee will be paid upon appointment and the balance will be paid when the Candidate commences service in the Position.

The Placement Fee will be:

- 1) If the appointment is for a fixed term of more than six months, an amount equal to fifteen percent (15%) of the Candidate's Salary Package for the first 12 months;
- 2) If the appointment is for a fixed term of six months or less, an amount equal to fifteen percent (15%) of the Candidate's Pro Rata Annual Salary Package;
- 3) If the Candidate is appointed on an hourly basis, an amount equal to 15% of the candidate's notional annual Salary Package calculated as the hourly rate to be paid to Candidate times 2080, or
- 4) \$5,000.00 if the amount determined under 1) to 3) inclusive, above would be less than \$5,000.00

Should a Candidate employed on a short term fixed contract be employed beyond the term initially agreed upon, then a pro rata fee will be payable for each month (or part thereof) beyond the initial term up to a total of 12 months. Payment will be made immediately upon a further term being agreed upon or if employment remains on a month to month basis, monthly in advance on or before the 7th day of each month.

8) GOODS & SERVICES TAX

The Placement Fee is exclusive of GST and represents the GST exclusive supply price. An amount equal to the GST payable in respect of services supplied on or after 1 July 2000 will be added to the Placement Fee (GST amount). One Hundred Percent (100%) of the GST amount is payable on receipt of each invoice including a GST amount from Wavelength Consulting notwithstanding any part (or the whole) of the Placement Fee may not be payable immediately.

9) INTEREST

Wavelength Consulting may charge interest on any overdue amounts at the rate (current at the relevant time) being charged by Wavelength Consulting's bankers on overdrafts of less than \$100,000.00 plus 2%.

10) ADDITIONAL COSTS

The Client is responsible for all advertising costs unless otherwise negotiated with Wavelength Consulting. The Client is responsible for all costs associated with obtaining any work permit that may be required by law for the employment of the Candidate by the Client. The Client or the Candidate (as agreed between them) will be responsible for meeting any costs of relocation, registration or sponsorship.

11) GUARANTEE

Should the Candidate be dismissed from the Position (except in the circumstances mentioned below) within three months of commencement as a result of inappropriate or inadequate skills or knowledge for the Position, Wavelength Consulting will, without charging any further Placement Fee, use its best endeavours to introduce a new Candidate to fill the Position. Should the Salary Package of the new Candidate vary from the Salary Package of the old Candidate, then the Placement Fee will be adjusted accordingly. This guarantee does not apply if the Candidate ceases to occupy the Position because of redundancy, retrenchment, internal reorganisation of the Client, withdrawal of immigration or medical registration status or if the Candidate resigns, or because the Client changes the place or conditions of work.

12) CONFIDENTIALITY

The identity of and all information provided to the Client in respect of each Candidate introduced by Wavelength Consulting is confidential and shall be kept confidential by the Client.

13) VARIATION

These terms and conditions may not be varied except in writing signed by the Client and Wavelength Consulting.

14) JURISDICTION OF THE CONTRACT

This contract is governed by the laws of New South Wales.