

## Permanent & Temporary Recruitment

These Terms & Conditions apply to You, and You will be regarded as having agreed to all of these Terms & Conditions, if You:

- interview for employment with Us;

or

employ or engage a person that We introduce to You, by any means, including if You on-refer that person to a third party who then employs or engages that person.

## Definitions

'Iceberg Consulting Pty Ltd,' 'Our,' 'Us' or 'We' means Iceberg Consulting Pty Ltd (ABN: 13 640 970 298) and any Related Entity of Iceberg Consulting Pty Ltd.

'Client' means any person or body to which Iceberg Consulting Pty Ltd provides services and includes any Client Related Entity.

'Client Related Entity' means any entity connected with the Client including:

1. An entity with a common interest in an economic enterprise, including any joint venture partner; or
2. Any Related Body Corporate, as that term is defined in the Corporations Act 2001 (Cth).

'GST' means a goods and services tax imposed under the GST Act.

'GST Act' means the A New Tax System (*Goods and Services Tax Act*) 1999 (Cth).

'Privacy Act' means the *Privacy Act 1998* (Cth).

'Replacement Guarantee' means the replacement guarantee set out in paragraph 5.

'Talent' means any person who has sought or obtained placement by Iceberg Consulting Pty Ltd in:

1. Permanent or fixed term employment with a Client of Iceberg Consulting Pty Ltd or
2. By way of a contract assignment with a Client of Iceberg Consulting Pty Ltd.

'Talent Personal Information' means Personal Information of Talent, where 'Personal Information' has the meaning given to that term in the Privacy Act.

'Terms & Conditions' means these Terms & Conditions of Business.

## 1. The Iceberg Consulting Pty Ltd guarantee

- a. We are fully committed to recruiting the best possible Talent for Our Clients and will always allocate resources accordingly.
- b. We will treat all information received from Clients and Talent as strictly confidential.

- c. We will only refer our Clients with Talent that has been screened by an experience Iceberg Consulting Pty Ltd consultant.
- d. No Talent CV's will be forwarded to a Client before We first discuss the relevant role with the Talent.
- e. Prior to any offer of work being made, all relevant Talent will be fully reference checked.
- f. Under no circumstances shall We charge a recruitment fee to any Talent.
- g. We will always offer our Clients with a replacement against an unsuccessful hire.

## 2. Responsibilities after Permanent Placement or Fixed Term placement

- a. Once a Talent is placed as an employee with a Client, the Client is the Talent's employer and has sole responsibility for the Talent.
- b. Iceberg Consulting Pty Ltd has no liability or obligations in respect of the Client's employee, including without limitation, in respect of the termination of employment of the employee for any reason by the Client.

## 3. Conditions

### a. Liability and Indemnity:

- i) You should determine whether the Talent referred to you is suitable for employment, as Iceberg Consulting Pty Ltd does not accept any liability for any claim for loss, expense, damage or delay as a result of Our referral or Your employment of a Talent, including arising from any act, omission or negligence of any Talent referred by Iceberg Consulting Pty Ltd.
- ii) You indemnify Iceberg Consulting Pty Ltd against any loss, damage or expenses suffered by Iceberg Consulting Pty Ltd arising from the referral of or any acts or omissions of, any Talent.
- iii) You release Iceberg Consulting Pty Ltd, its employees, agents and contractors to the extent permitted by law from all liability for any loss, expense or damage of any kind arising out of or in connection with, directly or indirectly, any act, omission or negligence of Iceberg Consulting Pty Ltd, its employees, agents or contractors or any Talent referred to you by Iceberg Consulting Pty Ltd whether employed by you or not.
- iv) By interviewing a Talent referred by Iceberg Consulting Pty Ltd, you will be deemed to have accepted the associated fee and Terms of Business.

### **b. Third Party Referrals:**

- i) All information (written or verbal) regarding Talent must be treated as confidential and must not be disclosed to any third party. If a Talent is introduced by Iceberg Consulting Pty Ltd subsequently gains employment as a result of any such disclosure to a third party, a placement fee will be due and payable by the Client who received the initial introduction.

### **c. Job Offer:**

- i) Iceberg Consulting Pty Ltd consultants will advise successful and unsuccessful Talent directly. The formal job offer will be made by the relevant future employer.
- ii) Temporary, freelance, contract or Permanent Job offers made on behalf of the Client to an Iceberg Consulting Pty Ltd Talent within a six month period of initial introduction (by the Iceberg Consulting Pty Ltd Talent Agent) will attract the associated fee.

### **d. Fees**

- a. Permanent placement fees are strictly payable within seven (7) days of the invoice date. Contract, Temporary and Freelance fees are strictly payable within seven (7) days of the invoice date.
- b. Iceberg Consulting Pty Ltd rates are charged at 15% of the total remuneration package for permanent positions and a 40% day rate mark-up based on job & demand for contract and freelance roles.
- c. For Freelance or Temporary assignments whereby an Iceberg Consulting Pty Ltd Talent is placed with a new or existing client, a conversion discount rate will apply (10% of the total remuneration package) for Permanent offers that are made after a six week working period.
- d. For Freelance or Temporary assignments whereby an Iceberg Consulting Pty Ltd Talent is placed with a new or existing client, no conversion discounts will apply if the Talent has worked less than a six week working period. Standard Terms of Business permanent rates will apply.
- e. Iceberg Consulting Pty Ltd consultants will confirm the rate, in writing, with the Client prior to commencing any recruitment search or placement.
- f. The recruitment fee and associated guarantee will be based on, but not limited to, the sustainability of the salary being offered, market conditions, the availability of skills and type of Talent required and, if relevant, the reason the position has become vacant.
- g. Failure to pay the recruitment fee on time may result in a third party collections agency, with associated fees, retrieving the unpaid debt.

- g. An Iceberg Consulting Pty Ltd consultant will discuss with the Client / parties involved in the hiring process prior to determining a fair and competitive fee for service for each job assignment.

### **5. Replacement guarantee**

- a. In the event that the engagement of a candidate introduced by Iceberg Consulting Pty Ltd should terminate within a period of 3 months from their start date, Iceberg Consulting Pty Ltd shall use its reasonable endeavours to seek one replacement Talent at no extra cost to the client provided that:
  - i) the Talent leaves of his/her own volition and not due to any redundancy measures; and
  - ii) the replacement Talent is a 'like for like' hire.
- b. To activate the Replacement Guarantee you must pay the relevant job invoice within 7 days from the invoice date.
- c. The Replacement Guarantee is not transferable to other placements or recruitment services, nor is the Client entitled to a refund.
- d. The Replacement Guarantee will be voided by sustainable allegations of sexual harassment, discrimination, misrepresentation of the position, failure to provide safe working conditions, unfair dismissal or the refusal of post-placement servicing by an Iceberg Consulting Pty Ltd consultant.
- e. Iceberg Consulting reserves the right not to replace the Talent in the event of employment misconduct including but not limited to the unethical relationships, drug use, alcohol use, damage to property, provided that Iceberg can prove that it is not aware of any issue about the Talent which causes those employment misconducts.

### **6. Illegality and Force Majeure**

- a. If any provision or term of these Terms & Conditions or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever such provisions, terms or parts will be deemed to be deleted from these Terms & Conditions, provided always that if any such deletion substantially affects or alters the commercial basis of these Terms & Conditions the parties hereto will negotiate in good faith to amend and modify the relevant provisions, terms and parts of these Terms & Conditions as may be necessary or desirable in the circumstances.
- b. If a party to these Terms & Conditions is prevented from or delayed in the performance of its obligations under these Terms & Conditions by an act of God or by, or in consequences of, war, riot, civil, commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, that party shall not thereby

