



**FRONTLINE**  
**RESOURCES MANAGEMENT**

[www.frmstaff.com.au](http://www.frmstaff.com.au)

## **TERMS & CONDITIONS OF BUSINESS**

Effective 1 July 2009

MAKING CAREERS IN FREIGHT Ph:1300 88 10 75  
JOB PLACEMENT + TRAINING + TESTING

# TERMS & CONDITIONS OF BUSINESS

EFFECTIVE 1 JULY 2009

This document outlines the terms and conditions upon which Frontline Resources Management Pty Ltd (FRM) provides recruitment (be it for permanent, temporary or contract personnel) and other consultancy services to a client.

Unless previously agreed in writing, where a client interviews a candidate referred by FRM, the client will be deemed to have accepted the terms and conditions set out in this document.

## Future Employment

Should any candidate introduced (whether in writing or verbally) by FRM be employed by the client, or by a subsidiary or affiliate of the client, then our standard fee (as set out in the Permanent Placements section) will apply. Such fee will apply even if the candidate is employed by the client in a different capacity, or on a different basis, to that for which the candidate was introduced. The introduction period is 12 months.

Similarly, where any temporary or contract employee introduced by FRM is employed by the client, or by a subsidiary or affiliate of the client, within six months of the date of completion of their temporary or contract assignment, then our standard fee (as set out in the Permanent Placements section) will apply, regardless of the capacity in which the employee is engaged.

Should any candidate supplied by FRM be terminated or resign prior to the payment of the original invoice and, within a 12-month period from the date of termination or resignation, that candidate be subsequently re-employed or offered any other form of business arrangement by the client, or by a subsidiary or affiliate of the client, FRM reserves the right to issue a second invoice in relation to that candidate reflecting our schedule of fees. This fee will apply irrespective of the position offered to the candidate or the type of employment or arrangement under which the candidate is engaged.

## Confidentiality

All information supplied to the client is provided on a strictly confidential basis and, except where required by law, may not be disclosed to any third party without the prior written consent of FRM.

## Liability

FRM aims to provide accurate details on candidates. However, all information regarding details on candidates, qualifications and experience is as provided to us by them or their nominated referees. Except as set out in these Terms and Conditions, FRM accepts no responsibility or liability to any party, whether in contract, in tort, under statute or otherwise, for errors or omissions, losses (whether direct, indirect or consequential), costs or expenses (including legal costs).

The Client makes the final recruitment decision and it is therefore crucial that the client be satisfied as to all aspects of the desired candidate prior to making the decision to engage any candidate referred by FRM.

Where liability cannot be excluded under the Trade Practices ACT 1974 (Cth), or similar legislation, FRM'S liability is limited, at its discretion, to the resupply of the relevant services or the payment of the cost of resupplying the services.

## Permanent Placements

Our Placement fees are calculated as a percentage of gross annual remuneration, including superannuation and all other included benefits to be paid to the successful candidate. Should a motor vehicle be included as part of the successful candidate's package, it is valued at \$15,000 per annum (except Executive) for the purposes of determining gross annual remuneration.

The FRM standard fee structure and guarantee periods for exclusive and non-exclusive orders are:

<b>Gross annual Remuneration</b>	<b>Fee (ex-GST)</b>	<b>Exclusive (ex-GST)</b>	<b>Guarantee Period</b>
Up to \$35,000	14%	12%	90 days
\$35,001 to \$55,000	15%	13%	90 days
\$55,001 to \$75,000	17%	15%	90 days
\$75,001 to \$95,000	19%	17%	90 days
\$95,001 to \$115,000	21%	19%	90 days
\$115,001 to \$130,000	22%	20%	90 days
\$130,001 plus (Executive)	25% FLAT FEE		180 days

Clients may elect to pay 80% of the total fee, which does not include the guarantee protection. This option, if selected, will be confirmed at the time of placement however the reduced fee remains payable within our standard terms and payment.

Fees for part-time workers will be charged at the above rates prorated based on full time equivalent salary.

A minimum placement fee \$3,000 (ex-GST) will apply for each permanent placement made with a client, regardless of salary level for the relevant position.

A service fee of \$500 per position will be charged to you should you cancel your order after candidates have been sourced and referred to you for interview.

## Temporary workers offered permanent placements.

No guarantee period will apply in the case of temporary workers placed by FRM with a client being offered, and accepting, permanent positions with that client (or a subsidiary or affiliate of that client). Our standard fee is payable within our standard terms.

## Executive Appointments

The **FLAT** fee for Executive Appointments is 25% of the gross annual remuneration. If a motor vehicle is included as part of the successful candidate's package, it is valued at \$20,000 per annum for the purposes of determining gross annual remuneration.

The fee is payable in three instalments:

- 33% of the total fee upon acceptance of assignment (non refundable)
- 33% of the total fee upon presentation of candidate short-list (non refundable)
- 34% of the total fee upon commencement of employment of the Successful candidate.

The guarantee period for replacement for Executive Appointments is 180 days from the commencement date of the successful candidate. The conditions of guarantee set out below continue to apply in the case of executive placements.

## Terms of Payment - Permanent

**Our payment terms are strictly 14 days from the start date of the candidate.** In addition to the placement fee, the client is also liable for GST payable on the fee. We reserve the right to charge interest on monies outstanding past the due date.

## Replacement Policy

During the applicable guarantee period, we will replace an original candidate free of charge once only, subject to the following conditions:

- the fee payable for the original candidate has been paid within 14 days of the original candidate's start date;
- the original candidate's unsuitability is due to unsatisfactory performance and not redundancy, restructuring, change in job description, discrimination, any form of workplace harassment, company closure or takeover;
- we are notified in writing of the original candidate's unsuitability prior to expiration of the relevant guarantee period; and
- the job description for the replacement candidate is identical to that of the original candidate.

The fee for the original service is non-refundable. Should no replacement candidate be required, or we are unable to find a suitable replacement within a reasonable time, 30% of the original fee will be retained and the balance credited to the client's account. This credit will be valid for a six (6) month period, and may only be used against future permanent placements, and may not be offset against invoices charged for temporary placements or advertising.

If the replacement candidate's gross annual remuneration is different to that of the original candidate, an invoice for the additional fee payable will be issued (on 14 day terms) or the difference will be credited to the client's account (as relevant).

This Guarantee is limited to the provision of a single replacement candidate for any original candidate placed with the client by FRM.

# Temporary & Contract Placements

## Temporary placements

All temporary staff are paid in accordance with "FRM Warehousing & Administrative Work Place Services Agreement 2007" and are entitled to remuneration, as set out in that agreement. A copy of this agreement can be downloaded from our website.

Temporary staff will be invoiced at cost (including statutory costs) plus a margin. In addition to this fee, the client is also liable for any GST payable. FRM pays temporary wages and statutory costs on behalf of the client on weekly basis.

The minimum period of engagement is four (4) hours. Should the temporary employee be unsatisfactory for any reason, and we are notified within four hours of the person's commencement, no fee will be charged for those four hours.

Hourly rates paid to temporary staff include all statutory fees of Superannuation Guarantee Levy, workers compensation insurance, State payroll taxes, annual leave and sick leave. FRM is responsible for the payment of PAYG taxes and the issuing of group certificates.

All temporary staff are assigned entirely under the direct control and supervision of the client. No liability is accepted for any errors, expenses, loss, damage or delay ensuing from any failure to provide information concerning temporary staff or any misconduct, negligence or lack of skills of temporary staff.

It is the client's responsibility to provide temporary staff with a safe and healthy working environment that conforms to all occupational health and safety laws and related requirements.

## Terms of Payment - Temporary

**Our payment terms are strictly 7 days from invoice date.** We reserve the right to charge interest on monies outstanding past the due date.

## Occupational Health & Safety Obligations-Temporary Employees


**You understand and agree to the following in relation to all FRM Temporary employees assigned to your worksite;**

- understand your duty of care to our employees.
- provide a safe working environment for our employees
- notify us of any change to the employee's job description
- provide temporary employee with safe working instructions, appropriate supervision and a site safety induction.

**Effective 1 July 2009**

FRONTLINE RESOURCES MANAGEMENT PTY LIMITED  
ABN 67 080 751 391

HEAD OFFICE  
SUITE 3.05, 247 COWARD ST,  
MASCOT, NSW 2020

 1300 88 10 75


MELBOURNE

BRISBANE

SYDNEY

PERTH

All Australian Offices can be contacted on

 1300 88 10 75

[www.frmstaff.com.au](http://www.frmstaff.com.au)

# FRONTLINE RESOURCES MANAGEMENT

## ACCEPTANCE:

Yes, I have read and understood the above Terms & Conditions of Business and agree to the following payment terms:

- 14 days from start date for permanent placements
- 7 days from invoice date for temporary placements

Signed for and on behalf of:

Company Name \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Signed for and behalf of: FRONTLINE RESOURCES MANAGEMENT PTY LTD

Name \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Notes: \_\_\_\_\_

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**Effective 1 July 2009**