



SPECPRO PEOPLE

Terms Summary

Thanks for choosing us!

Permanent Fees	18%
Guarantee Period	3 Months
Payment Terms (perm)	14 Days
Payment Terms (temp)	7 Days

Contract Variations

By accepting these terms, the parties agree to abide by them as presented. This agreement stands unless both parties have previously negotiated and formally agreed to amended terms.



Terms of Business – Digital Native Agency Pty Ltd t/a Specpro People

The terms are defined:

- “**SpecPro People**” means Digital Native Agency Pty Ltd t/a SpecPro People
- “**Client**” denotes the person, firm, company, authority or organisation **Introduced** to the **Candidate**.
- “**Candidate**” means an individual who is available for engagement for work with the **Client**.
- “**Introduced**” means notifying the **Client** that the **Candidate** is available for employment either in writing or verbally.
- “**Permanent Placement**” means the **Client** will incur fees upon the **Candidate**’s successful placement as a permanent employee or a “Fixed Term” Permanent employee with an end date.
- “**Temporary Placement**” means a **Candidate** who has been engaged to perform contracting services to the **Client** by **Digital Native**.
- “**Agreement**” means this document including the **Terms Summary**.

All business undertaken for the **Client** on behalf of **SpecPro People** is subject to the terms and conditions of this **Agreement** from now on set out and shall be incorporated or implied in any engagement between **SpecPro People** and the **Client**.

The **Client**’s involvement in any form of engagement with any **Candidate** introduced by **SpecPro People** constitutes acceptance of the said **Agreement**. Introductions are confidential.

If the direct introduction of a **Candidate** to the **Client** results in the engagement of that individual by related or third party, then the **Client** will be liable for payment of the fee as set out in the **Agreement**.

These conditions apply to the exclusion of and shall prevail over all and any other terms. No changes to the **Agreement** may occur without the prior written consent of a Director of **Specpro People**.

While **SpecPro People** will endeavour to ensure the suitability of any **Candidate**; it is the **Client**’s responsibility to verify the accuracy and authenticity of references and qualifications and work permits, and to satisfy itself as the suitability of any **Candidate Introduced** by **SpecPro People**.

To the extent sanctioned by law, **Specpro People** will not be liable for any damage to property, costs, expenses, delay or any other direct or indirect loss at any time, or the negligence or misconduct of any **Candidate Introduced** by **Specpro People**.

The laws of the state or territory in which the **Candidate** is engaged, govern this **Agreement**.

1. Permanent Placements

- a. The attached **Terms Summary** outlines **Specpro People**’s fee structure. All fees are quoted and calculated on the Total Remuneration Package at commencement in Australian Dollars exclusive of GST.
- b. Invoices issued for the full or any remaining fee upon written acceptance of a **Client** offer by the selected **Candidate**.

2. Replacement Guarantee

- a. As per the **Terms Summary**, **Specpro People** provides a like for like replacement guarantee for a permanent **Candidate** who leaves within the indicated period. The Replacement Guarantee does not cover redundancy, restructure or any material change to the original role requirement.
- b. The Replacement Guarantee will only be valid if:
 - i. The **Client** notifies **Specpro People** within seven days of the **Candidate** ceasing employment.
 - ii. **Specpro People** has received payment either on or before the invoice due date for this placement.
 - iii. All overdue invoices owed to **Specpro People** by the **Client** are paid in full.
 - iv. **Specpro People** is given a 12 week exclusive period to replace the role.
 - v. Should the **Client** source a candidate via their own channels in this period the replacement guarantee does not apply.
 - vi. If the replacement **Candidate** does not complete three months’ employment with the **Client**, then another replacement does not apply.
- d. Should **Specpro People** be unable to find a suitable replacement within the exclusive replacement period a credit note will be issued for use on any placement within the organisation for 12 months.



3. Temporary Placement

- a. The **Temporary Placement** fee, based on a daily or hourly rate, will be negotiated with the **Client** before the start of each assignment. The total fee includes all required relevant fees such as payroll tax, workers' compensation and superannuation, but is exclusive of GST.
- b. Approval of the **Temporary Placement's** timesheet on a weekly basis is an acceptance of the employees work and constitutes authorisation for **Specpro People** to invoice the **Client** for the associated fees for the time approved.
- c. **Specpro People** supplies **Temporary Placements** as either our employee or Independent contractors. Any other engagement will be subject to the **Permanent Placement** terms unless negotiated before engagement.
- d. The **Client** accepts responsibility for supervision and directs the **Temporary Placement's** work and outcomes during the assignment.
- e. The **Client** is responsible for reimbursement of all expenses incurred by the **Temporary Placement** during the assignment.
- f. **Specpro People** may terminate the contract without notice to the **Client** and without incurring any liability to the **Client** in the event of:
 - i. The **Client's** failure to pay any amounts outstanding to **Specpro People** or the **Client** otherwise commits an act of bankruptcy, insolvency or is placed in liquidation, voluntary administration or receivership.
 - ii. The **Client** does not comply with all statutes, regulations and other legal requirements.
 - iii. The **Temporary Placement** is guilty of serious misconduct.
 - iv. The **Temporary Placement** does not comply with all laws, regulations and other legal requirements.

4. Temporary to Permanent Placements

- a. Should a **Client** wish to engage a **Candidate** placed as a **Temporary Placement**, then a **Permanent Placement** fee will apply.

- b. The **Terms Summary** outlines **DSpecpro People's** fee structure. All fees are quoted and calculated on the Total Remuneration Package at commencement in Australian Dollars exclusive of GST.
- c. The **Client** will be responsible for the agreed fee should they or any related company, person or association engage or hire the **Temporary Placement**, in whatever capacity, within six months of completion of the assignment.
- d. Invoice issued on the date of transition to employment of the **Client**.

5. Terms of Referral

- a. **Specpro People** reserves all representation rights for the **Candidate** to the **Client** for six months from the date of the original introduction.
- b. The **Client** will be responsible for the agreed fee should they or any related company, person or association engage or hire, in whatever capacity, any **Candidate Introduced** to them within six months of the date of original introduction.

6. Conditions of Agreement

- a. This **Agreement** will remain valid from the date of execution unless termination of the agreement occurs by invoking clauses 6b to 6c.
- b. Termination of this **Agreement** by either party is subject to providing one (1) months' notice of termination to the other.
- c. Either party can terminate this **Agreement** without notice if:
 - i. The other party commits a serious or persistent breach of this **Agreement**; or
 - ii. The other party becomes insolvent, or is made bankrupt or has a receiver, liquidator or administrator appointed.
- d. Should one party seek to vary one or more terms or conditions; this agreement will cease upon commencement of the new **Agreement**.
- e. In the event this **Agreement** is terminated under clauses 6b, 6c or 6d, all assignments automatically end with this **Agreement** and any amounts then due to **Specpro People** under this **Agreement** become immediately payable.
- f. Any party can request an amendment to these terms at any time by mutual agreement in writing.