

## **Terms of Business**

Stella Personnel is an Agency which supplies personnel to Clients to perform services as requested by the Client. Stella Personnel can provide its Clients with applicants for both permanent and temporary assignments.

These Terms of Business govern the relationship between Stella Personnel and its Client each time personnel are provided to a client. The Client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel or engaging personnel introduced by Stella Personnel for a permanent position offered by the Client, or for a temporary assignment with the Client.

### **In These Terms of Business:**

**'Stella Personnel'** means Stella Personnel Pty Ltd and any related body corporate as defined by the Corporations Law.

**'Candidate'** means any person who has sought or obtained a placement by Stella Personnel in either permanent employment or a temporary assignment with a client of Stella Personnel.

**'Client'** means any person or body to which Stella Personnel provides services and any related body corporate as defined by the Corporations Law.

**'Temporary'** means any person who has sought or obtained placement by Stella Personnel on a temporary basis with a Client of Stella Personnel.



## **PLACEMENT OF PERMANENT EMPLOYEES**

- 1. Placement Fees** Fees for placing employed staff are in accordance with our standard fee structure and are strictly payable with seven (7) days of the invoice date.
- 2. Expenses**
- (a) Advertising costs will be discussed and agreed with the Client in advance and billed at the applicable casual rate.
- (b) Out of pocket expenses which may be included, such as accommodation, meals, travel and couriers will be agreed with the Client in advance and billed at cost.
- 3. Rendering Of Fees**
- (a) Retained Assignment – *Mandated Assignment – where the Client has requested an exclusive service to seek candidates.*  
The fee is as per the standard fee structure and is Payable as follows:
- One-third of the total estimated fee upon acceptance of the assignment.
  - One-third of the total estimated fee upon presentation of short listed Candidates.
  - The balance is payable upon successful completion of the assignment, which occurs as soon as an offer has been made and accepted by the successful Candidate.
- (b) Contingent Assignment – *the Client is seeking Candidates but is not necessarily seeking an exclusive approach.*  
The fee is as per the standard fee structure and is payable as soon as an offer has been made and accepted by the successful Candidate.
- 4. Invoicing**
- (a) All advertising expenses will be separately invoiced and such invoicing will take place immediately after those expenses are incurred.
- (b) Retained Assignment - Invoicing for first, short listed and final billings will be charged immediately after these events have incurred .
- (c) The Client is liable to pay for agreed recoverable expenses (such as travel and accommodation) which will be shown separately on the invoice and billed to the Client by Stella Personnel at cost.
- 5. Payment for Work Performed**
- (a) The Client is liable to pay for all work performed by Stella Personnel as part of an assignment up to such time as the Client may terminate the assignment.
- (b) If the Client materially changes the specifications for a particular assignment such that Stella Personnel is required to perform further or different work outside the original scope of work required to complete the assignment, the Client is liable to pay for all work performed by Stella



Personnel both before and after the change of specification.

### **6. Replacement Guarantee**

(a) Stella Personnel guarantees Candidates recruited and placed as employees for a period from the date of commencement as agreed with the Client for each particular placement. This guarantee means that if you are not satisfied with the placement and we are notified in accordance with this Clause, we will endeavour to find a replacement Candidate for that position without charging additional placement fees.

(b) Any additional costs and other out of pocket expenses, such as advertising, are not included in this replacement guarantee. Where the remuneration package of the second candidate differs from the first, the invoiced amount will be adjusted appropriately.

(c) This replacement guarantee is not applicable if the Candidate is retrenched due to a downturn in business, company takeover or change in job description. The guarantee does not extend to Candidates previously replaced under guarantee.

(d) No variation to this replacement guarantee or to the standard fee structure is valid unless confirmed in writing by management of Stella Personnel.

(e) Replacement of a Candidate will only be made if:

- the account in respect of the Candidate has been settled in full accordance with Clause 1 and no other sums are outstanding from the Client to Stella Personnel. Accounts not so settled are payable in full irrespective of the duration of stay of the Candidate; and
- Stella Personnel is notified within seven (7) days of the Candidate leaving the Client's employ or the Client becoming aware that the Candidate intends to leave the Client's employ, whichever comes first.

### **7. Responsibilities After Placement**

Once a Candidate is placed as an employee with a Client, the Client is the Candidate's employer and has sole responsibility for the employee. Stella Personnel has no liability or obligations in respect of the Client's employee, including, without limitation, in respect of the termination of the employee for any reason by the Client.

## **TEMPORARIES**

### **Stella Personnel Temporaries / Casuals**

(a) Stella Personnel can provide Temporaries as required by the Client to provide labour services in accordance with these Terms of Business and by the job specifications, verbal or written, by the client

(b) Stella Personnel undertakes to ensure that each Temporary is suitable to perform labour services.



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### **8. Obligations in Relation To Temporaries**

(a) The Client has direct supervision and control of Temporaries in the performance of each job for the Client and therefore directly controls the outcome of the Temporary's performance.

(b) The Client has responsibility for ensuring that all its obligations under applicable Occupational Health and Safety legislation are satisfied in relation to Temporaries.

(c) Stella Personnel has the following obligations in Relation to each Temporary:

- **payment of fees / wages;**
- **deduction of all appropriate taxation required by the Australian Taxation Office;**
- **workers' compensation payments;**
- **professional indemnity insurance;**
- **superannuation guarantee charges; and**
- **payroll tax.**

(d) Stella Personnel retains the right to vary the Temporary fee to include any statutory charges, Changes in awards, levies and taxes or other payments Stella Personnel is lawfully required to make or for which Stella Personnel may become liable in respect of providing a Temporary under these Terms of Business

### **9. Minimum Hire Period**

The minimum period of hire for a Temporary is four (4) consecutive hours per day unless otherwise provided in an Award or Enterprise Agreement applying to the Client's temporary employees at the site, in which case the latter shall prevail.

### **10. Conditions of Engagement**

(a) The Client agrees that it will apply to the work being performed by the Temporary, conditions consistent with the provisions of any Awards, Enterprise Agreements or Site Agreements Applicable to employees of the Client doing Similar work to that performed by the Temporary Including;

- ordinary working hours; and
- overtime

(b) Ordinary working hours for a Temporary are 38 per week unless provided otherwise in an Award, Enterprise Agreement or Site Agreement applicable to employees of the Client doing similar work to that performed by the Temporary, in which case the latter shall apply.

(c) Site allowances that would be paid to persons who are or could be the Client's employees performing the same work as the Temporary(s) will be invoiced as a separate item for each Temporary.



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(d) If an Award, Enterprise Agreement or Site Agreement that would apply to persons who are or could be the Client's employees performing the same work as the Temporary(s) requires the provision of tools of trade, one of the following is to occur as agreed between Stella Personnel and the Client

- the tools of trade are provided by the Client;
- the cost of providing the tools of trade will be charged to the Client by Stella Personnel and invoiced separately; or
- the Temporary provides his/her own tools.

### **11. Temporary Fee**

(a) The Temporary Fee will be negotiated prior to commencement of each individual Temporary Placement or specific project based on the standard hourly rate, overtime rates, shift penalties and allowances that would be paid to persons who are or could be the Client's temporary employees performing the same work as the Temporary(s).

(b) If the Client would be liable to pay persons who are or could be the Client's temporary employees performing the same work as the Temporary(s) for a public holiday which falls on a day during the period in which a Temporary provides services to a Client, the Client is liable to pay Stella Personnel for the Temporary for that day.

### **12. Payment of Temporary Fee and Other Expenses**

(a) Invoices are produced weekly, based on the actual hours worked by the Temporary as detailed on an authorized timesheet.

(b) Temporaries are paid weekly and as such, invoices are strictly payable within seven (7) days of the invoice date.

(c) The Client is liable to pay for agreed recoverable expenses (such as travel and accommodation) which will be shown separately on the invoice and billed to the Client by Stella Personnel at cost.

(e) If a work site is a 'Country Location', the responsibility for additional costs in supplying the Temporary are payable as agreed between the Client and Stella Personnel, by;

- the Client through an invoice from Stella Personnel for the additional costs;
- the Client, where the Client supplies travel and accommodation to the Temporary; or
- the Temporary, if he/she supplies their own travel and accommodation; however in circumstances where the Temporary is living away from home, a living away from home allowance will be invoiced to the Client as an extra charge.

### **13. Variation of Temporary Arrangements**

(a) The Client must not discuss the Temporary Fee, or any change to the Temporary Fee, with a Temporary.

(b) If the Client wishes to vary the labour services provided by a Temporary or the duration or nature of an assignment, the Client should



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inform Stella Personnel of the intended change as soon as possible.

(c) Stella Personnel will use its best endeavours to obtain the agreement of the Temporary to the variation.

(d) The Client will inform Stella Personnel of any changes to an Award Enterprise or Site Agreement that would apply to persons who are or could be the Client's temporary employees performing the same work as the Temporary(s).

### **14. Recruitment**

(a) The Client acknowledges and agrees that the Temporary was introduced to the Client by Stella Personnel.

(b) If, during a temporary assignment or within six (6) months after the completion of a temporary assignment, the Client, any Related Body Corporate, or any other person or body to whom the Client has introduced the Temporary, employs or engages the Temporary or makes an offer of employment or engagement to the Temporary which the Temporary accepts, the Client must pay Stella Personnel a fee as set out in Stella Personnel's standard published fee structure.

(c) The fees payable under this clause are due and payable within seven (7) days of the commencement of the employment or the engagement respectively.

### **15. Confidential Information And Intellectual Property**

The responsibility for the protection of the Client's confidential information and intellectual property lies solely with the Client. Stella Personnel is not liable for any claim arising from the Client's Confidential Information and Intellectual Property.

## **GENERAL TERMS**

### **16. Introduction of Candidate**

(a) Introductions are strictly confidential.

(b) If a Candidate or his/her details are introduced to, or passed on to anyone other than the Client to whom Stella Personnel introduces the Candidate, and that introduction results in the permanent employment or temporary engagement of the Candidate, the Client is liable to pay Stella Personnel the appropriate placement fee in accordance with Stella Personnel's standard fee structure.

(c) If a Candidate introduces another Candidate to the Client and that introduction results in permanent employment or temporary engagement, the Client is liable to pay Stella Personnel the appropriate placement fee in accordance with Stella Personnel's standard fee structure.

### **17. Liability of Stella Personnel**

(a) Stella Personnel makes every effort to maintain a high standard of Temporaries and to provide a reliable service.

(b) Stella Personnel is not responsible for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the



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Client or for which the Client may become liable, arising out of the introduction by Stella Personnel of Candidates or Temporaries.

(c) Stella Personnel is not responsible for errors, omissions or incorrect conclusions in the details provided concerning Candidates. Clients are responsible for the final recruitment decision and must satisfy themselves as to the suitability of the Candidate for the position or temporary assignment.

(d) The Client indemnifies Stella Personnel in respect of any claim arising from, or related to:

- any failure or alleged failure of a Temporary to duly perform his/her obligations;
- personal injury or death of a Temporary or any other person howsoever arising from, or related to the performance by a Temporary of his/her obligations; and
- damage to any property arising from, or related to the performance by a Temporary of his/her obligations.

### **18. Variation of Terms Of Business**

Any variation of these Terms of Business is not effective unless expressly agreed to in writing by Management of Stella Personnel.