



TERMS OF BUSINESS

Parties known as:

Zonda Group Pty Ltd
ABN 74 668 281 721
herein referred to as “Zonda”

And

“The Client” as outlined in Schedule A



Terms of Business

1. Definitions And Interpretation

1.1. Definitions

- 1.1.1. "Approach" means any communication or correspondence of any kind in relation to any employment, proposed employment, or any other thing that concerns a commercial or business arrangement.
- 1.1.2. "Business Day" means any day on which trading banks are open for ordinary business in Sydney. It does not include Saturday or Sunday.
- 1.1.3. "Calendar Month" means any of the twelve months in a year.
- 1.1.4. "Calendar Week" means any of the fifty two weeks in a year.
- 1.1.5. "Candidates" mean those prospective permanent employees Zonda suggests to The Client for engagement for a particular assignment.
- 1.1.6. "Contingent Fee" means those elements of the Recruitment Fees as relating to a search for an appropriate permanent employee for a particular assignment and set out in Schedule B to this agreement.
- 1.1.7. "Engage" means employ, offer, or any other communication and correspondence in relation to employment, proposed employment or any other thing that concerns a commercial or business arrangement.
- 1.1.8. "GST" means goods and services tax within the meaning under A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.1.9. "Introduce" means any communication and correspondence to The Client by Us in relation to any proposed employee of any kind under these Terms and Conditions.
- 1.1.10. "Permanent employee" means and includes any Candidate directly employed or engaged

- directly or indirectly by The Client whether permanently or for a fixed term and employing someone on a 'permanent' basis includes their employment by The Client for a fixed term.
- 1.1.11. "Placement Fee" means the fees set out in Schedule B to this agreement as are relevant to the transition of Zonda Group Temporary Employee to either; a permanent role with The Client or a continuing temporary role with The Client but employed by a third party.
- 1.1.12. "Recruitment Fees" means the fees set out in Schedule B to this agreement as are relevant to the nature of the Zonda Group employee or contractor The Client wishes to recruit or have placed together with any further details supplied to The Client by Zonda Group upon receipt of a specification for an assignment.
- 1.1.13. "Refer" means communication or correspondence of any kind in relation to employment, proposed employment, or any other thing that concerns a commercial or business arrangement.
- 1.1.14. "Retainer Search Fee" means those elements of the Recruitment Fees as relating to a one-off or ongoing arrangement with The Client to supply candidates for assignments and set out in the Schedule B to this agreement and including the Retainer Fee, Interim Fee and Completion Fee.
- 1.1.15. "Temporary Recruitment" refers to the process of hiring individuals for short-term or limited-duration positions within an organisation. It is commonly used as a flexible staffing solution used by businesses to address seasonal demands, project-based work, staff absences, or other short-term requirements.
- 1.1.16. "Third Party" means any party that is not a current party at the time The Client enters under these Terms and Conditions.
- 1.1.17. Parties Known as Zonda Group Pty Ltd ABN 74 668 281 721 ("Zonda").
- 1.1.18. "The Client" as outlined in Schedule A, means the legal entity to whom these Terms and Conditions have been sent, or any group company or related entity (as those terms are



defined by current legislation) who requests the provision of services by Zonda Group in connection with The Client arrangement with Us.

- 1.1.19. "Zonda Group Temporary Employee" means anyone supplied by Zonda Group to meet The Client request for staff for a particular temporary assignment, including a contractor, or a nominated representative of an independent contractor.

1.2. Interpretation

- 1.2.1. Singular includes plural – The singular use of a word includes the plural and vice versa.
- 1.2.2. Person – The word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.



- 1.2.3. Dollars – All money, dollars and funds mentioned in these Terms and Conditions is a reference to the lawful currency of Australia.
- 1.2.4. Calculation of Time – Where a period of time dates from a given day, or the day of an act or event, it is to be calculated exclusive of that day.
- 1.2.5. Reference to a Day – A day is to be interpreted as the period of time commencing at midnight and ending twenty four (24) hours later.

2. Application of Terms and Conditions

- 2.1. These Terms and Conditions apply in relation to the provision of:
 - 2.1.1. Permanent employees; and
 - 2.1.2. Temporary employees and contractors, by any of Zonda.
- 2.2. By engaging Zonda, the Client acknowledges they have investigated any, and all, of the “Clients” own recruitment and sourcing channels, including, but not exhaustive; job boards, internal database, referral, prior application, ex- employees, LinkedIn, other recruitment agencies.
- 2.3. Candidates known to, and/or previously considered by the Client can be reintroduced by Zonda Group.
- 2.4. The Client is bound by these Terms and Conditions if the Client has agreed to:
 - a. interview a person for employment who Zonda may introduce to the Client; or
 - b. employ or engage a person Zonda introduce to The Client; or
 - c. refer a person Zonda introduces to the Client to a third party who then employs or engages that person; or
 - d. employ or engage a person already working for the Client under these Terms and Conditions on a new assignment.
 - 2.4.1. Clause 2.4 applies in relation to any person Zonda introduces to the Client within 12



Calendar Months prior the date of the Client/Candidate interview, employment or reference. Should the Client approach any Zonda candidate without first requesting and receiving Zonda's prior written consent, the Client will incur a fee to be calculated at Zonda's standard fee.

2.4.1 No discounted arrangement will apply to the fee in clause 2.4.1.

2.5. If the terms of any letter detailing an individual assignment or temporary contract or job specification differ from these Terms and Conditions, then these Terms and Conditions will apply in so far as there is any conflict.

2.6. Any additional services, other than temporary recruitment, contracting or permanent recruitment will be acknowledged in a separate statement of work between the Client and Zonda.



Permanent Recruitment

3. **Payment of Permanent Employee Fees**

- 3.1. If the Client wishes for Zonda to supply the Client with a permanent employee, the Client should provide Zonda with a job assignment specification. Once received, Zonda will provide the Client with further detail in relation to the relevant Recruitment Fees. If no further detail is provided, the Recruitment Fees set out in Schedule B apply.
- 3.2. Recruitment Fees are payable by the Client to Zonda when the Client:
 - 3.2.1. employ or engage a person Zonda introduces to the Client,
or
 - 3.2.2. refer a person Zonda introduces to the Client to a third party who then employs or engages that person
- 3.3. Recruitment Fees apply in relation to any person Zonda introduces to the Client who accepts a placement with the Client or another person to whom the Client provides the Candidates details within 12 Calendar Months prior to the date of the employment or engagement.
- 3.4. The Client agrees to notify Zonda and provide Zonda with the agreed remuneration details immediately upon any person Zonda may introduce to the Client is subsequently employed or engaged by the Client or a third party.
- 3.5. The Client agrees to pay for the following additional items within 14 days of receipt of invoices issued by Zonda, where requested verbally by the Client and as agreed in writing, and whether or not the Client employ a person introduced by Us:
 - 3.5.1. specific advertising, including related artwork and production charges;
 - 3.5.2. medical, criminal or psychometric checks;



- 3.5.3. out-of-pocket expenses incurred by candidates attending interviews; and
- 3.5.4. any other special services of a similar nature.

3.6. Zonda reserves the right to vary the Recruitment Fees from time to time by written notice to the Client.

4. **Terminating or Deferring the Client Engagement with Zonda**

4.1. Should the Client wish to terminate or defer the Client's engagement with Zonda, the Client must notify Zonda, detailing the Client's request no less than fourteen Business Days before the requested termination or deferral. The notice must outline:

- 4.1.1. the candidate's name and details;
- 4.1.2. whether the candidate engagement is to be terminated or deferred; and
- 4.1.3. whether the Client requires a replacement.

4.2. Zonda reserves the right to charge for out-of-pocket expenses (advertising, couriers, profiling, etc.) and our consultants' time, should the position be cancelled or withdrawn.

4.3. Cancellations of advertising work will only be made if given in reasonable time to claim a full refund from the relevant press.

4.4. Contingent Search: If the Client makes an offer of employment or engagement in writing and subsequently withdraw it after acceptance by the candidate (through no fault of the candidate), the applicable Contingent Search Fee will remain payable.

4.5. Retainer Search: Where instructions are given by the Client to Zonda on a Retainer Search basis, and the Client subsequently terminates the instructions:



- a. the Retainer Fee and Interim Fee, together with any other agreed costs under clause 3.5 above will become payable immediately. If, within three Calendar Months from cancellation, The Client requests Zonda to commence the identical assignment, a credit will be allowed against the initial Retainer Search Fee.
 - b. In the event that the Client hires an additional candidate submitted within the short list on a Retainer Search assignment, the Contingent Fee is payable to Zonda.
- 4.6. If The Client's hiring decision is deferred, Recruitment Fees are due and payable if any Candidate referred by Zonda is employed by the Client, in any position, within twelve (12) Calendar Months of the initial introduction.

5. Replacement Guarantee for Permanent Employees

- 5.1. Should the engagement of a Candidate be terminated within (12) Calendar Weeks from the date of engagement (including notice period), Zonda will endeavour to seek a replacement Candidate at no extra cost to The Client provided that:
 - 5.1.1. the first Candidate leaves on his/her own volition and not due to any restructuring measures;
 - 5.1.2. all amounts due and payable to Zonda by the Client in accordance with this agreement have been settled;
 - 5.1.3. Zonda are given exclusive right to seek such replacement Candidate for a minimum period of 12 Calendar Weeks;
 - 5.1.4. Zonda is informed in writing within 7 Business Days that the candidate is no longer to be engaged by the Client;
 - 5.1.5. this guarantee only applies to the first Candidate's engagement, not to that of any subsequent replacements; and
 - 5.1.6. this guarantee does not apply to any Candidate engaged by the Client for a fixed-term placement.



- 5.2. Zonda reserves the right not to replace the original Candidate in the event of employer misconduct which includes 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 a Zonda Consultant.
- 5.3. The replacement guarantee will be valid for a period of 3 Calendar Months from the date of termination of the initial Candidate, after which Zonda is no longer obliged to offer such a guarantee.
- 5.4. Should the replacement Candidate's salary package be of greater value than that of the original Candidate, the difference in the service fee will be payable to Zonda under the original payment terms.

6. Liability for Candidates

- 6.1. Whilst Zonda will exercise reasonable skill and care in the selection of Candidates, Zonda is not liable for any damages, acts or omissions of Candidates.
- 6.2. Zonda gives no warranty (either express or implied) in respect of any Candidate introduced and accept no liability for any failure of a Candidate to perform or to comply with his/her terms of employment or for any loss, expense, damage or delay howsoever arising from the introduction of the Candidate to the Client or from his/her engagement by the Client.
- 6.3. Insofar as Zonda or any Candidate provides details of a Candidates medical history, present state of health, previous terms and conditions of employment, circumstances in which



previous employment terminated, criminal convictions, previous details, ability to work in Australia, visas, work permits, qualifications or education generally, Zonda shall have no liability for any loss, damage or cost related if such details are found to be incorrect or misleading at any stage post the engagement.



- 6.4. Except as required under the Competition and Consumer Act 2010 (Cth), Zonda makes no representation and give no warranties, whether express or implied, as to the suitability of a Candidate for a particular position. The offer of employment to a Candidate and the consequences thereof following the introduction of that Candidate by the Client are entirely at the Client's own risk.
- 6.5. Travel: Where the Client books travel for a Zonda Temporary Employee, who does not attend their assignment, Zonda accepts no liability for any loss, expense, damage or delay whatsoever of any kind.

Temporary Recruitment

7. **General Conditions and fees - Temporal Employees and Contractor**
 - 7.1. Upon receipt of an assignment specification from the Client, Zonda will provide the Client with the relevant Recruitment Fees.
 - 7.2. The Client's order of a Zonda Temporary Employee is taken to mean that the Client accepts both these Terms and Conditions and the Recruitment Fees for that assignment.
 - 7.3. Upon receipt of the Client's order, Zonda will use reasonable efforts to source and supply the Client with a Zonda Temporary Employee suitable for the requirements specified. However, Zonda does not guarantee it can fill every order and will notify the Client if it is unable to fill The Client's order.



- 7.4. The Client must pay the “Recruitment Fees” to Zonda according to the number of hours or days as agreed to have been worked by the Zonda Temporary Employee for The Client.

- 7.5. From time to time, Zonda may request, in accordance with clause 15 of this agreement, the timesheets of any Zonda Temporary Employee, that the Client has an arrangement/assignment with, to be validated. Such validation must be completed by a nominated person authorised by the Client. Upon nomination of an authorised person, the Client must notify Zonda of the person nominated and authorised to validate the timesheets. Upon receipt of this validation, the Client have acknowledged to Zonda that the Client:
 - 7.5.1. Approves the hours worked as declared; and
 - 7.5.2. All work has been completed in a manner that is to the Client’s satisfaction.

- 7.6. Zonda will not accept any complaints in relation to work and assignments where a timesheet has already been validated in accordance with clause 7.5.

- 7.7. The Client must pay Zonda for any approved expenses incurred by a Zonda Temporary Employee in performing an assignment.

- 7.8. The Client must not make payments directly to the Zonda Temporary Employee. Zonda will reimburse the Zonda Temporary Employee directly for such expenses provided by the Client supply Zonda with original tax invoices to support expense claim reimbursements and confirmation of approval.

- 7.9. Zonda may vary the Recruitment Fees at any time without notice in the event of:
 - 7.9.1. variations to any award or agreement of pay set by Fair Work Australia (or other



body) applicable to the Client Zonda Temporary Employee;

7.9.2. insurance premiums or any statutory charges, levies, taxes or other payments

Zonda is lawfully required to make or for which Zonda may become liable in respect of providing a Zonda Temporary Employee under these Terms of Business;



- 7.9.3. the application to a Zonda Temporary Employee of any entitlements not previously applicable (for example, overtime, penalty rates, notice, redundancy, annual leave, personal leave, long service leave or payment for jury duty);
- 7.9.4. the increase to salaries of Zonda Temporary Employees who have provided continuous services to the Client for more than one (1) year.

- 7.10. Zonda has responsibility for payment in relation to Zonda Temporary Employees of (where applicable):
 - 7.10.1. remunerations;
 - 7.10.2. payroll tax;
 - 7.10.3. pay as you go taxation or other required by the Australian Tax Office;
 - 7.10.4. workers compensation payments;
 - 7.10.5. superannuation guarantee contributions.

- 7.11. Notwithstanding clause 7.10, if the Client fails to pay Recruitment Fees, or any subsequent increase to them, the Client will indemnify Zonda for any such cost.

- 7.12. Zonda may replace Zonda Temporary Employees on twenty four (24) hours' notice to the Client.

- 7.13. Orders placed for Zonda Temporary Employees will incur a minimum four (4) hour booking fee.

- 7.14. Some Zonda Temporary Employees are subject to and have the benefit of awards and other agreements negotiated with Zonda only. The receipt by Zonda Temporary Employees of benefits detailed under any award or agreement applicable to the Client or the Client's workplace, is strictly subject to Zonda's prior agreement.



7.15. Zonda Temporary Employees may only be employees for a maximum continuous period of Twenty (20) Calendar Months. If the Client wishes to continue to use the services of a Temporary Employee beyond this period, Zonda reserves the right to alter its fees and/or restructure the Client's arrangement with Zonda.

7.16. Where a Zonda Temporary Employee is required to isolate due to COVID-19 at the Client's location whilst on assignment with the Client, Zonda will invoice the Client for four (4) hours per day, until mandatory isolation is complete.

8. **Supervision and Management of a Zonda Temporary Employee or Contractor**

8.1. Zonda Temporary Employees will be employed by Zonda but will perform services under the Client's direction, control, and supervision. The Client acknowledges that the Client has direct supervision and management of Zonda Temporary Employees in carrying out each assignment for the Client, the conditions under which the assignment is performed, and the outcome of a Zonda Temporary Employee's performance.

8.2. Management of performance issues is the responsibility of Zonda. The Client should only communicate directly with Zonda Temporary Employees in relation to performance or behavioural issues if:

8.2.1. it is life-threatening or of a serious nature; and

8.2.2. The Client immediately notifies Zonda of the issue and the Client intention to communicate with the Zonda Temporary Employee. The Client will co-operate with Zonda in relation to any performance or conduct issues, including notifying Zonda as soon as possible.



- 8.3. The Client agrees not to discuss Recruitment Fees and associated information with Zonda Temporary Employees.



- 8.4. Zonda retains sole authority to:
 - 8.4.1. determine rates of pay and entitlements for Zonda Temporary Employees;
 - 8.4.2. grant leave to Zonda Temporary Employees;
 - 8.4.3. vary or negotiate the terms of Zonda Temporary Employees; and
 - 8.4.4. counsel or discipline and Zonda Group Temporary Employee.

- 8.5. The Client must not change the work arrangements of any Zonda Temporary Employee that has already been agreed to in the assignment in any aspect unless the Client have provided Zonda with a request, pursuant to clause 15, no less than fourteen Business Days prior to the proposed change.
 - 8.5.1. The Client acknowledges that Zonda, in Zonda's sole and absolute discretion, may refuse the proposed changes.
 - 8.5.2. The Client further acknowledge that Zonda reserves the right to vary the Recruitment Fees where there are changes to the:
 - 8.5.2.1. work hours;
 - 8.5.2.2. work location; and/or
 - 8.5.2.3. work duties (including the classification of the duties performed)

9. **Cancellation of an Assignment**

- 9.1. If The Client wishes to cancel an assignment prior to its scheduled commencement The Client must notify Zonda Group in order for Us to advise the Zonda Group Temporary Employee of the cancellation or The Client may remain liable to pay for a minimum of 4 hour booking fee. Any notice of cancellation, for any reason, is required to be provided to Zonda Group with the following time frames:
 - 9.1.1. For assignments up to and including 12 Calendar Weeks: a minimum of twenty four hours' notice; and



9.1.2. For assignments exceeding 12 Calendar Weeks: a minimum of one Calendar Weeks' notice.

9.2. If The Client wishes to cancel an assignment after it has commenced, The Client must notify Zonda Group to advise of the proposed cancellation. In the absence of any agreed terms for notification of cancellation in the agreed details of assignment with Us, Zonda require any and all notices ending the assignment to be provided with:

9.2.1. For assignments up to and including 12 Calendar Weeks: a minimum of twenty four hours' notice; and

9.2.2. For assignments exceeding 12 Calendar Weeks: a minimum of one Calendar Weeks' notice.

9.3. In the event that a notice under clauses 9.1 and 9.2 have been received and Zonda Group have accepted such cancellation, The Client must still pay the Recruitment Fees for all hours worked by the Zonda Group Temporary Employee up to the time that the Zonda Group Temporary Employee leaves the assignment.

9.4. Notwithstanding clauses 9.1 and 9.2, The Client acknowledge and understand that even if a notice of cancellation is provided, only Zonda Group, in their sole and absolute discretion, may direct the Zonda Group Temporary Employee to:

9.4.1. Discontinue work;

9.4.2. Be removed from the workplace; and/or 9.4.3. Have their assignment terminated.

10. Insurance

10.1. Zonda Group will maintain the following insurance policies in relation to Zonda Group and Zonda Group Temporary Employees:

10.1.1. Workers' Compensation as required by law; and 10.1.2. Public Liability for at least \$20 million.



- 10.2. The Client is responsible for ensuring that the Zonda Group Temporary Employee is adequately covered by any insurance policy held by The Client in respect of The Client's business.
- 10.3. The Client will not allow or direct a Zonda Group Temporary Employee to operate a vehicle unless it is covered by a current third party and comprehensive vehicle insurance.
- 10.4. Zonda Group does not accept any liability for and does not maintain any insurance in respect to the use and operation of any vehicle by a Zonda Group Temporary Employee.

11. Workplace Health and Safety and Employment Conditions

- 11.1. The Client must meet all The Client obligations under relevant Work Health & Safety ("WHS") laws whilst the Zonda Group Temporary Employee performs work at The Client premises. The obligations include, but are not limited to:
 - 11.1.1. ensuring that the work environment is safe. This includes being able to demonstrate that the hazards and risks (if there are any) have been identified and controlled in all plant and equipment, materials and substances, and any activities to be undertaken by Zonda Group Temporary Employees;
 - 11.1.2. verifying that Zonda Group Temporary Employees have the necessary skills, experience and, where required, licenses to perform the services safely;
 - 11.1.3. providing adequate induction, safety training and supervision to Zonda Group Temporary Employees and ensuring that the services are being conducted safely;
 - 11.1.4. informing Zonda Group and the Zonda Group Temporary Employees if there are any



- changes to the workplace of the tasks to be performed and not transferring Zonda Group Temporary Employees have the knowledge, understanding and skills to perform the newly required tasks;
 - 11.1.5. notifying Zonda Group and any relevant authorities immediately of any work-related incidents or
 - injuries to Zonda Group Temporary Employees and permitting Zonda Group be involved in any subsequent incident or injury investigation;
 - 11.1.6. consulting with Zonda Group if requested and co-operating with Zonda Group in all matters relating to work health and safety of Zonda Group Temporary Employees.
- 11.2. The Client must not do anything that may cause Us to be in breach of employment or engagement conditions agreed with Zonda Group Temporary Employees, including enterprise agreements and awards.
- 11.3. In the event of industrial action or a dispute that involves or affects Zonda Group Temporary Employees, The Client agree to assist Us and do all things reasonably required by Zonda Group to resolve the industrial action or dispute. This includes giving Zonda Group or its representatives, access to Zonda Group Temporary Employees at The Client's site, and to The Client's staff where they may be relevant to resolution of a dispute or complaint.
- 11.4. In the event that a Zonda Group Temporary Employee sustains an occupational injury/illness on The Client's premises in the usual course of employment, The Client agrees to allow the Zonda Group Temporary Employee to return to work under:
- 11.4.1. a limited duty program; and/or
 - 11.4.2. restrictions as reasonably required to allow the Zonda Group Temporary Employee to continue working.



12. **Liability and Indemnities**

- 12.1. The Client acknowledges and understands that Zonda Group is only a provider of temporary employees and contractors. The Client further acknowledges and understands that the temporary employees and contractors assigned to work at The Client's business and location do so under The Client's direction, supervision and control. As such, Zonda Group will assume no liability or responsibility for the means or methods used by Zonda Group Temporary Employees to perform their work. By issuing any assignment to Zonda Group Temporary Employees, The Client acknowledges The Client is entering the arrangement at The Client's own risk.
- 12.2. To the fullest extent permitted by law, Zonda Group will not be liable on any legal or equitable basis, including in negligence, for any acts or omissions of Zonda Group Temporary Employees other than as provided in clause 12.3.
- 12.3. Subject to clauses 12.4, 12.5 and 12.6, Zonda Group Indemnifies The Client against any claim, liability, cost, loss or damage suffered or incurred as a result of:
- a. breach of this agreement by Zonda Group; and
 - b. bodily injury, death, or property damage arising from negligence of Zonda Group or Zonda Group Temporary Employees occurring within the scope of their assignment; except to the extent caused or contributed to by The Client's own act or omission or the acts or omissions of The Client's employees. This will be The Client's sole and exclusive remedy with respect to the acts, errors or omissions of Zonda Group or Zonda Group Temporary Employees.



- 12.4. The Client indemnifies Zonda Group against any claim, liability, cost, loss or damage suffered or incurred as a result or any cause other than as provided in clause 12.3.
- 12.5. Consequential Loss: Notwithstanding anything to the contrary in these Terms and Conditions, Zonda Group shall have no liability whatsoever to The Client, whether arising under or in connection with the contract or the performance or non-performance thereof of anything incidental thereto (and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude such liability) in tort (arising in respect to negligence, bailment or otherwise), or on any other basis in law or equity) for loss of use, production, profit, revenue, business, data, contract or anticipated benefit or saving, or on any delay or for any financing costs or increase in operating costs or for any special, indirect or consequential loss or damage.
- 12.6. Limitation of Liability: Notwithstanding anything to the contrary in these Terms of Business, the total aggregate liability of Zonda Group to The Client, whether arising under or in connection with the contract or the performance or non-performance thereof or anything incidental thereto (and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (arising in respect of negligence, bailment or otherwise), or on any other basis in law or equity) is limited to the Recruitment Fees.



13. Hiring a Zonda Group Temporary Employee or Contractor Permanently

- 13.1. If The Client wishes to hire a Zonda Group Temporary Employee who has worked for The Client or has been instructed to The Client by Zonda Group on a permanent basis, a Placement Fee is payable to Zonda Group prior to an offer of employment being made to the Zonda Group Temporary Employee. The Placement Fee will be specified by Zonda Group at the time of hiring and will be based on Our permanent fee structure.
- 13.2. The Placement Fee is payable by The Client in the event of the acceptance of an offer of a permanent job from The Client or any company related to The Client (division, subsidiary or parent company) to any Zonda Group Temporary Employee who has worked for The Client or been introduced to The Client during the previous 12 Calendar Months (whichever is the latter).



- 13.3. Our Replacement Guarantee (clause 5.1) and Performance Guarantee (clause 8.2) do not apply when a Zonda Group Temporary Employee becomes a permanent employee.

14. Transitioning a Zonda Group Temporary Employee to a Third Party

- 14.1. If The Client wishes to transition a Zonda Group Temporary Employee so that The Client continue to obtain their services but they are employed by a third party (such as another recruitment agency or panel member), a placement fee is payable to Zonda Group prior to an offer of transfer of employment being made to the Zonda Group Temporary Employee.
- 14.2. The Placement Fee is payable by The Client in the event of the acceptance of an offer of a job from any third party where the Zonda Group Temporary Employee's continues to perform Services for The Client during the 12 Calendar Months from the date of transition.

General Provisions

15. Notices

- 15.1. Unless otherwise specified in any provision under these Terms and Conditions, any notice or other communication which must be given, served or made under or in connection with this document:
- 15.1.1. must be in writing in order to be valid;
 - 15.1.2. is sufficient if executed by the party giving, serving or making the same or on its behalf by any attorney, director, secretary, other duly authorised officer or solicitor of such party;
 - 15.1.3. will be deemed to have been duly given, served or made in relation to a person if it is



delivered or posted by prepaid post to the address, or sent by email or facsimile to the email address or number of that person set out in these Terms and Conditions (or at such other address or number as is notified in writing by that person to the other parties from time to time); and

- 15.1.4. will be deemed to be given, served or made;
 - 15.1.4.1. (in the case of prepaid post) on the 2nd Business Day after the date of posting;
 - 15.1.4.2. (in the case of email) on the recorded delivery to and receipt by the recipient;
 - 15.1.4.3. (in the case of facsimile) on receipt of a transmission report confirming successful transmission; and
 - 15.1.4.4. (in the case of delivery by hand) on delivery.

16. **Duplication**

- 16.1. In the event that a Candidate is also presented to The Client via an alternate source, written evidence of an earlier representation will be required to negate these terms in reference to that Candidate.

17. **Direct Applications**

- 17.1. In the event that a Candidate is found to have applied directly to The Client prior to being presented by Zonda Group, but that no interview has taken place within 4 Calendar Weeks of The Client receiving the direct application, it will be deemed fair business for Zonda Group to represent the candidate to The Client, and these Terms and Conditions will apply.

18. **Payment terms and GST**

- 18.1. Invoices for permanent employees are issued on commencement of employment and are payable within 14 days of the date of invoice.



- 18.2. Invoices for Zonda Group Temporary Employees are issued weekly and are payable within 7 days of the date of invoice.

- 18.3. Any invoiced sums remaining unpaid for 7 days from the date of Our reminder to The Client to pay will incur interest at a rate of 10% per month compounding.



18.4. A Debt Recovery Fee of 30% of the invoice value will be payable by The Client should Zonda Group be forced to take legal action to recover debt. Zonda Group will also be entitled to claim court costs and any associated legal fees and charges.

18.5. All fees are quoted exclusive of GST, which is payable at the prevailing rate in addition to the invoiced sum upon the same date the invoice is due.

19. **Confidentiality**

19.1. Whilst Zonda Group employs measures to ensure Zonda Group staff and Zonda Group Temporary Employees are aware of the requirements of the Privacy Act 1988 and maintains confidentiality and non-disclosure of information for all of Our clients, the responsibility for protecting The Client's confidential information and intellectual property lies solely with The Client. Zonda Group is not liable for any claim arising from sort relating to The Client's confidential information and intellectual property.

19.2. All information (written or verbal) regarding Zonda Group candidates and Zonda Group Temporary Employees must be treated by The Client as confidential and must not be disclosed to any third party. If a Candidate introduced to The Client by Zonda Group 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.

20. **Disputes**

20.1. Pre-condition to Court Proceedings: If a dispute arises out of, or relates to, this agreement including and dispute with respect to breach or termination or a claim in tort, in equity or



under statute ('Dispute') a party may not commence Court proceedings relating to the Dispute unless it has complied with the paragraphs below (except where a party seeks urgent interlocutory relief). This clause does not apply in the event of non-payment of Recruitment Fees.

- 20.2. A party to this Agreement claiming that a Dispute has arisen must give notice to the other party specifying the nature of the Dispute.
- 20.3. On receipt of that notice by the other party, the parties must endeavour to resolve the Dispute as speedily as possible using informal dispute resolution techniques such as mediation, expert evaluation of determination, or similar techniques mutually agreed upon.
- 20.4. If the parties do not agree within fourteen (14) days of receipt of notice (or such further periods as agreed in writing by both parties) about:
- a. the dispute resolution technique and procedures to adopt;
 - b. the timetable for all steps in those procedures; and
 - c. the selection and compensation of the independent person required for such technique, then the parties agree to mediate the Dispute in accordance with the Mediation Rules for the applicable State.

21. **Illegality and Force Majeure**

- 21.1. In the event that any provision or term of these Terms and Conditions, or any part thereof, becomes, or is, illegal, invalid or unenforceable for any reason whatsoever, the subject provision is to be removed to the extent that it is illegal, invalid or unenforceable.



21.1.1. Notwithstanding clause 21.1, if the removal of the subject provision affects or alters the Terms and Conditions in any manner that changes the commercial nature and basis of the arrangement between the parties, the parties agree to renegotiate in good faith to amend and modify the subject provision/s or term/s to satisfy legality and validity requirements as required.



21.2. If Zonda are prevented from or delayed in the performance of these Terms and Conditions by an act of God or by or in consequence of war, riot, pandemic, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog, fire or storm, or any other force majeure event, Zonda shall not thereby be liable to The Client for any breach of obligations under these Terms and Conditions and the time for performance of Our obligations, shall be extended accordingly.

21.2.1. In the event that Zonda experience any delays in Our performance from a force majeure event, as defined in clause 21.2, Zonda will notify The Client upon becoming aware of such delay.

22. **Amendment**

22.1. These Terms and Conditions may not be amended or supplemented except in writing by a Director of Zonda Group.

23. **Governing Law**

23.1. These Terms and Conditions shall be governed by and construed in accordance with the Laws of the state or territory where the Zonda Group Temporary Employee or Candidate is to be employed.

ANNEXURE "A"

Total Annual Gross Remuneration	Percentage of Total Annual Gross Remuneration as Recruitment Fees
Up to \$79,999	16%
Up to \$80,000 to \$119,999	18%
\$120,000 to \$179,999	22%
\$180,000 or over	25%

Notations:

24. "Total Annual Gross Remuneration" means total annual full-time equivalent remuneration, including base salary, employer superannuation contributions (including compulsory contributions), allowances, inducement or sign-on payments, anticipated commission and bonus earnings and non-salary benefits such as the provision of a car.

24.1. A company vehicle will be valued at \$18,000.

24.2. The provision of a fuel card will be valued at \$6,000.

24.3. The value of all other non-salary benefits will be reasonably determined by Zonda Group.

25. **Commission only Positions**

25.1. To be negotiated on a case-by-case basis with a minimum fee payment of \$10,000 plus GST.



26. Contingent Fee

- 26.1. If The Client engages Zonda Group on a non-exclusive contingent basis to provide The Client with Candidates for specified assignment, the "Contingent Fee" payable is as set out in the table above and is payable immediately upon the successful candidate commencing their assignment.

27. Retainer Search Fees

- 27.1. If The Client engages Zonda Group on an exclusive basis to provide The Client with Candidates for various assignments on an ongoing basis, the "Retainer Search Fee" payable is as set out in the table above and is payable as follows:
- 27.2. One-third of the total estimated fee upon acceptance of the assignment ("Retainer Fee");
- 27.3. One-third of the total estimated fee upon presentation of the shortlisted Candidates, or 30 days after acceptance of the assignment, whichever is the sooner ("Interim Fee"); and



27.4. The balance upon completion of the assignment being when the candidate accepts an offer ("**Completion Fee**").

28. **Placement Fee**

28.1. Where a Zonda Group Temporary Employee or contractor is transferred to a permanent or other employment status or contracts directly with The Client, or a Zonda Group Temporary Employee's services are obtained through another source, the Recruitment Fees payable are as set out in the table above.

28.2. Where a Zonda Group Temporary Employee or contractor is transferred to permanent or other employment status or contracts directly with The Client but for a fixed term then the Recruitment Fees will be pro-rated.

28.3. Where a Zonda Group Temporary Employee or contractor is transferred to a fixed term contract, the Recruitment Fees will be proportionate to the time period of the initial fixed term, as against the assumption that the Recruitment Fees in the table above apply for a 12 Calendar Month position. For example, if the initial fixed term is for 6 Calendar Months, then 50% of the Recruitment Fees calculated in accordance with the table above would be payable. If the initial fixed term is extended than Zonda Group will charge further proportionate Recruitment Fees up to a maximum of 100% of the Recruitment Fees payable when the fixed term is for 12 Calendar Months or more.

29. Zonda Group has a minimum permanent placement fee of \$7,500 plus GST.

30. This Annexure and the Notations therein are to be read with the Terms and Conditions and form part of the agreement.



Schedule A

CLIENT DETAILS	
Client Name:	
Trading Name if Different:	
Billing ABN:	
Address:	
Contact Name:	
Phone Number:	
Contact Email:	
Cost register (official use):	
(If not a Company) As an authorised representative of the client, I accept these Terms and Conditions	
Signed:	
Date:	
Authorised Representative Name:	
Position of Authorised Representative:	
(If a Company) As an authorised representative of the client, I accept these Terms and Conditions	
Signed: (in accordance with section 127 of the	



Corporations Act 2001 [Cth])	
Date:	
Authorised Representative Name:	
Position of Authorised Representative:	



Schedule B

INSERT ALL FEES HERE