**CHASE RECRUITMENT - Terms of Service ( 2015)**

**1. Definitions**

These words and phrases have these meanings in these terms unless the context requires otherwise:-

Chase Recruitment PTY LTD - ABN 26 608 605 554

Client - Any person, company or firm that agrees to use the services of Chase Recruitment.

Recruitment Listing - A role within the Client’s business being recruited for by Chase Recruitment

Recruitment Webpage - The online wording that we will use to attract Candidates to the Client’s listing.

Application Webpage - The submission of a Candidate to the Client via a link to a webpage.

Candidate - A person who applies for a Chase Recruitment listing on any job board site, Chase Recruitment website or through any electronic communication.

CV - The curriculum vitae or brief of a Candidate's education, training, skills and experience that is

provided to Chase Recruitment by a Candidate for distribution to Clients with a view to securing employment.

Fees - The per hire fees and charges payable by the Client as specified in these Terms.

Recruitment Process - A guide recommending how best to achieve results from the service.

Guarantee - As detailed in clause 9.

Vacancy Information - means but is not limited to any communication regarding the job vacancy the client

requires Chase Recruitment to recruit for.

Candidate Information - means but is not limited to any

communication regarding the Candidate, voice or video recording or a referee or any other information.

**2. Contract**

These terms relate to the online recruitment service (“the Service”) provided by Chase Recruitment. Chase Recruitment is acting as a recruitment agency. These terms constitute the contract between Chase Recruitment and the Client. These terms can be accepted by you in writing or by you making payment, requesting an

invoice, providing vacancy information or amending the Recruitment Webpage or providing verbal confirmation

to proceed with the service.

These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by The Director of Chase Recruitment, these Terms prevail over any previous terms or purchase conditions put forward. No variation or alteration to these Terms will be valid unless the details of such variation are agreed between the Director of Chase Recruitment (Chase Recruitment) and the Client and are set out in writing and stating the date on or after such varied terms shall apply.

**3. Using our Service**

If you contact us or send vacancy information we will contact you to discuss your role in more detail and

accept your Listing, or to inform you if we are not able to accept the Listing for any reason. Once we have

agreed to a listing, we will create the Recruitment Webpage.

We will then:

* Actively search our database for candidates.
* Promote the position on affiliated web sites.
* Use social networking to attract candidates.

In order that we can deliver our service to you, Chase Recruitment can place your Listing on any website or on any other media controlled by us or by any third party with whom we have, or enter into, an agreement for the provision of services for the purpose of filling the Listing. You understand that:

* The Listing can be viewed by anyone with internet access, globally.
* Chase Recruitment cannot guarantee a particular level of success to a Listing; and response rates vary from day to day and certain sectors or positions may attract higher levels of responses.

**4. Your Recruitment Listing**

Your vacancy information must be legal, decent, honest and truthful and not infringe the rights of any

third party. Any Listing that indicates, or can reasonably be understood as indicating, an intention to discriminate

on grounds of sex, race, disability or age will not be accepted unless it is exempted from the requirements

of the Sex Discrimination Act 1994 (Cth) or the Racial Discrimination Act 1975 (Cth) or Disability Services Act

1986 (Cth) or the Disability Services Act 2006 (Qld) or the Age Discrimination Act 2004 (Cth) or any other

applicable law(s). A statement must be made at the time the Listing is placed saying that of the exemptions

in the above Act(s) or any other legislation is considered to apply. Vacancies will appear unbranded, and no active Client e-mail addresses or web links will be shown, due to third party restrictions.

You agree Chase Recruitment may need to modify the Recruitment Webpage in order to optimise your Listing for job board searching and to attract Candidates. The Recruitment Webpage remains the copyright of

Chase Recruitment. All rights in the Recruitment Webpage and any other information or guide sent to you belongs to Chase Recruitment and you are not authorised to copy, reproduce or use this work without our prior written consent.

**5. Candidates**

Candidate information will be subject to any filtering and screening and then forwarded by Chase Recruitment via an emailed link to an Application Webpage. Chase Recruitment will use its best endeavours to confirm the Candidate is willing to be considered for the Vacancy. The Client is responsible for verifying the information

contained in a Candidate CV and Application Webpage and Chase Recruitment accepts no responsibility for the

content of any such application. The Client is responsible for confirming the Candidates eligibility to work in Australia.

The Client accepts, following any Candidate contact:

* it shall be up to the Client and the Candidate to agree how to progress matters
* the Client shall act in good faith and in a business like and courteous manner
* the Client shall keep strictly confidential all confidential information disclosed by the Candidate and act in accordance with the National Privacy Act 1988 (Cth) and the National Privacy Principals.

**6. Payment**

For single vacancies payment is made once Candidate commences employment with the Client, an invoice will be issued via email and Payment is accepted by Electronic Funds Transfer. For contracts or volume recruitment, payment is on 7 days.

In the event that payment is not made on time we will:

* suspend any work on any current or new vacancies until payment has been made. This will include not

providing any Candidate Information and your Listing will be suspended from all online resources.

* you will be ineligible for any money back guarantee.
* you will be charged interest on the outstanding balance at the rate of 2% pa above the base rate of

ANZ Banking Corporation accruing from day to day (including the date that payment was due) both before and after judgement

* should a third party debt collection service be required to recover overdue payments you will be liable for all associated costs of recovery services provided by the collection agency.

**7. GST**

All fees are exclusive of any Goods & Services Tax (GST) or other applicable sales tax. GST will be charged at the applicable rate in Australia. Services to international clients, including New Zealand registered clients, do not require payment of any GST.

**8. Fees**

Chase Recruitment Australia service fees (Ex. GST).

**Recruitment Service for roles under $80k pa is 10% of total salary package including agreed bonuses, sign on bonus and any other amount included in a candidates’ employment contract.**

**Recruitment Service for roles above $80k pa is 12% of total salary package including agreed bonuses, sign on bonus and any other amount included in a candidates’ employment contract.**

We will work on your Listing for 4 weeks commencing on the date agreed by both Client and Chase Recruitment, ending 28 days later.

Fees are payable on a per person/placement basis. Therefore if more than one person/placement is required for the same role at the same location then the corresponding number of single vacancies or contract credits will be ordered. If once a Listing is run a second and/or subsequent hire is made then a second and/or subsequent fee will become payable.

For a single hire Listing the fee will be determined by the corresponding single hire price based on the appropriate salary band and the payment terms for the second and subsequent hires will be 7 days from the invoice.

For situations where a Listing is being worked on using a contract credit and more than one hire is made from

the candidates provided then either a credit or credits will be taken off the outstanding contract credits, or if

there are no outstanding credits a fee equivalent to another credit or credits on the previous contract will

become payable. In the case of the latter the payment terms will be 7 days. In addition, if the client makes a second and/or subsequent hire from any of the shortlisted CVs supplied by Chase Recruitment over and above the initial hire, within 180 days of the CV being sent to the Client, then an additional and corresponding hiring fee for the second and/or subsequent hire will become payable on 7 day terms.

If the client hires a candidate previously received by an alternative source for example directly or via another

recruitment service the Chase Recruitment fee is still payable.

It is the responsibility of the Client to inform Chase Recruitment if more than one hire is made from a single hire

Listing or credit and no later than 7 days of the new hires start date.

**9. Guarantee**

If you are unable to achieve a hire from the Candidates provided by Chase Recruitment then after the 4 week period of us working on your Listing, we (Chase Recruitment) will provide the Client with honest feedback and maintain contact throughout the process and endeavour to assist where possible.

We reserve the right to withdraw the guarantee if you:

* are unwilling to take our advice on changes that would assist in making a hire and filling the Listing
* are unresponsive to requests for information on Listing progress that would otherwise allow us to adjust the campaign throughout the 4 week period
* disregard the recommendations contained in the “Recruitment Process” document
* never had a genuine Listing to fill
* have hired from the Chase Recruitment service
* have not paid in accordance with the terms
* prevent us from working on or request we do not work on your Listing for the four (4) week period.

The Client shall, within 5 working days of Chase Recruitment’s request, provide the name and start date of the

person(s) that will be hired so that Chase Recruitment can verify the source of the successful person(s) to ascertain whether they were a Chase Recruitment Candidate and the success or otherwise of the Service. Chase Recruitment shall not use the successful person's name provided by the Client for any other purpose, other than to verify the source of the successful person, unless that person(s) provides Chase Recruitment with consent (implied or otherwise) in accordance with thePrivacy Act 1988 (Cth) and National Privacy Principals. If the Client does not provide the relevant person(s) name and start date relating to the relevant Listing within the specified time Chase Recruitment will be entitled to, at its sole discretion, withhold any guarantee.

**10. Employee Insurance**

Should your hire leave your employment within 3 months of the candidates start date, for any reason,

your insurance entitles you to a further 1 month of recruitment service for the same role. Insurance must

be purchased before the candidate commencement date with your company. Chase Recruitment must be advised of the candidate’s termination date within 1 week of the date of the candidate’s termination. You must

commence your insurance listing within 1 month of the date of the candidate’s termination. Your insurance

listing must be used to fill the vacancy left by the terminated candidate. The candidate requirements must be identical or of a variance acceptable by Chase Recruitment. You can activate your insurance listing should

the candidate be terminated for any reason, including:

* You terminate the candidate’s employment based on poor performance, misconduct, redundancy or other.
* The candidate terminates their employment.

**11. Cancellations and interruptions**

You have the right to withdraw the Listing for any reason at any time, in which case the fee will be credited for a future listing to be used within 12 months. You acknowledge that the Internet and/or Chase Recruitment’s systems, services and equipment may be inoperative in full or in part as a consequence of but not limited to, mechanical breakdown, maintenance, hardware or software upgrades, communication connectivity problems or other factors beyond the control of Chase Recruitment and you acknowledge that Chase Recruitment will not be held liable for any failure or inability to provide continuous, error free, uninterrupted services under these circumstances.

**12. Liability**

Our liability to you for breach of contract or negligence shall not exceed an amount equal to twice our fees for

any Listing or series of Vacancies regarding the same matter placed by you with Chase Recruitment. In no event will we be liable for any special, indirect, consequential or loss whatsoever or any loss of profit regardless of

whether such losses are foreseeable and whether or not caused by our negligence arising out of or in connection with the use of the Service. Nothing contained in these terms shall have effect so as to limit our liability for loss or damage arising out of personal injury or death or acts of fraud. All and any interaction and communication between the Client and any Candidate and in connection with the Candidate's response to the Listing are the responsibility of the Client, and Chase Recruitment accepts no liability in relation to this interaction and communication.

The Client will indemnify Chase Recruitment against any losses in connection with this interaction. Having in mind the nature of the service, we are not able to verify any statements made by you that appear in your Recruitment Webpage or other collateral and accordingly you agree to indemnify us from all claims, costs and expenses (including legal expenses) resulting from your breach of these Terms. While Chase Recruitment endeavours to ensure that the information on its website is correct, Chase Recruitment does not warrant the accuracy and completeness of that information. Chase Recruitment may make changes to the material on this website at any time without notice. The material on the website may be out of date, and Chase Recruitment makes no commitment to update such material.

Please note that you will be required to use caution, common sense and awareness as there are also risks

of dealing with persons acting under false pretences.

**13. Termination**

This Agreement may be terminated by Chase Recruitment if:

* after providing written notice to the Client of breach of these Terms, such breaches are not rectified within 5 working days by the Client
* the Client fails to pay Chase Recruitment on the due date any sums that may be due
* the Client makes any material misrepresentation
* the Client is using the service for any improper use or with the intention to damage the reputation of the

services provided by Chase Recruitment.

**14. Marketing**

By using the Chase Recruitment service you agree to your company name, representative details, vacancy

information or trademarks owned by your company being used in the delivery of the Chase Recruitment service

and Chase Recruitment marketing and advertising material pertaining to your Recruitment Listing or to the

promotion of Chase Recruitment services in public.

**15. Viruses**

Chase Recruitment will take reasonable care not to transmit viruses or malware to you but it is your responsibility to protect your computers against viruses or malware. Accordingly, you agree that Chase Recruitment will not be

liable to you for any damage resulting from the transmission from us to your computer systems of

viruses, or malware.

**16. Third Party Rights**

A person who is not a party to this contract shall not have any rights under or in connection with it.

**17. Complaints**

Should you be dissatisfied with any aspect of the service raise your concerns directly to the Director of Chase Recruitment.

**18. Equal Opportunities & Diversity**

Chase Recruitment observes all laws and regulations relating to equal opportunity employment. Chase Recruitment is committed to diversity and will promote diversity for all Clients and Candidates and will adhere to such a policy at all times. Chase Recruitment will not accept instructions from Clients that indicate an intention to discriminate unlawfully.

**19. Governing Law**

These Terms are governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.