

These General Terms and Conditions of Business

“Terms” are between Let's Talk Recruitment (Academic Global Publications Pty Ltd) ('we/us/our/company') and any company, firm, organisation, or other entity or person ('you/your/client'). These terms will apply to and in respect of every candidate introduced by us by any means and at any time to you.

For the purpose of these Terms:

- a) 'candidate' means a person or persons presented to you who accepts an engagement in any capacity whatsoever.
- b) If you make an offer of employment to any candidate introduced by us within one hundred and eighty (180) days of that candidate being presented to you, you will be subject to these Terms.
- c) If you request us to commence work or otherwise:
 - i. open a resume or curriculum vitae (CV) for a candidate;
 - ii. interview a candidate;
 - iii. proceed to hire a candidate;
 - iv. provide us with instructions (either verbally or in writing);
 - v. request details of a particular candidate;
 - vi. communicate with any particular candidate; or otherwise
 - vii. correspond with us in a manner that is in our opinion requesting us to commence work, then that will be taken to be an acceptance of these Terms and you will be bound by them and costs will be charged in accordance with this agreement.
- d) Individual recruitment services will be referred to as 'Candidate'.

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Candidate Search Service

If you contact us regarding or send vacancy information for our Candidate Search Service, 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 taken payment via our payment service or electronic funds transfer, we will commence the recruitment candidate search process. We will then:

- Actively search our database for Candidates.
- Promote the position on affiliated websites.
- Use social networking to attract Candidates.

In order that we can deliver our service to you, Let's Talk Recruitment may 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 agree that:

- The Listing can be viewed by anyone with internet access throughout the world.
- Let's Talk Recruitment cannot guarantee a particular level of success to a Listing, and response rates vary from day to day and certain industries or positions may attract higher levels of responses.

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 or with Let's Talk Recruitment's branding, and no active Client e-mail addresses or web links will be shown, due to third party restrictions. You agree Let's Talk Recruitment may need to modify the Recruitment listing in order to optimise your Listing for job board searching and to attract Candidates.

Any Recruitment Web pages remains the copyright of Let's Talk Recruitment. All rights in the Recruitment Service and any other information or guide sent to you belongs to Let's Talk Recruitment and you are not authorised to copy, reproduce or use this work without our prior written consent.

Candidates

Candidate information will be subject to any filtering and screening and then forwarded to you by Let's Talk Recruitment via email. Let's Talk Recruitment will use its best endeavours to confirm the Candidate is willing to be considered for your vacancy.

The Client is responsible for verifying the information contained in a Candidate CV and email correspondence and Let's Talk Recruitment accepts no responsibility for the content of any such application. The Client is responsible for confirming the Candidates eligibility to work in Australia and meets all the client's specific recruitment needs.

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 Principles.

Payment

Your Candidate Search Service payment including our Promotional Pack is paid upfront against an invoice or Pro-forma invoice. Payment is accepted by our payment service or Electronic Funds Transfer. 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 service.
- 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.

Candidate Search Service

Includes initial / First Hire Fee. Let's Talk Recruitment will work on your Listing for 4 weeks commencing on the date of payment, ending 28 days later.

If more than one hire is required for each Candidate Search Service, we recommend the use of our Promotional Pack (outlined below) and when a second and/or subsequent hire is made we apply our additional fees as outlined below.

Additional Fees

Additional Fees are payable on a per hire basis.

Second and/or subsequent hire fee(s)

In addition, if the Client makes a second and/or subsequent hire from any of the shortlisted CVs supplied by Let's Talk 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.

It is the responsibility of the Client to inform Let's Talk Recruitment if more than one hire is made from a Hire Listing and no later than 7 days of the new hires start date.

If the Client hires any Candidates introduced by Let's Talk Recruitment outside of our standard process, a Let's Talk Recruitment fee is still payable.

3 Month Employee Guarantee

For additional Client value, Let's Talk Recruitment offers a post-paid 3 Month Employee Guarantee.

Let's Talk Recruitment is a subsidiary of:

Academic Global Publications Pty Ltd ABN: 77 144 568 115

Christopher Miller – Managing Director / Ph 0402 146 067 / chris@letstalkrecruitment.com.au

www.Business.LetsTalkRecruitment.com.au

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Should your hire leave your employment within 3 months of the Candidates start date, for any reason, this guarantee entitles you to a further 1 month of recruitment service for the same role.

This employee guarantee must be purchased before the Candidate commencement date with your company and is priced per individual.

You can activate your guarantee 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.

In the case of your candidate leaving employment during this time, Let's Talk Recruitment must be advised of the Candidate's termination date within 1 week of the date of the Candidate's termination via email to contactus@letstalkrecruitment.com.au.

You must commence your employee guarantee listing within 1 month of the date of the Candidate's termination. Your guarantee 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 Let's Talk Recruitment.

Reference Checks

Reference Checks can be purchased at any time. The Client will communicate via email to contactus@letstalkrecruitment.com.au outlining the name of the candidate they wish Let's Talk Recruitment to commence the reference checks on. Each service offered is for one (1) candidate and Let's Talk Recruitment will deliver where possible, 2 complete reference forms completed by our Let's Talk Recruitment Team.

Reference checks are generally completed within 5 business days of service initiation from the client.

The Client acknowledges:

- All reference checks are completed via phone between Let's Talk Recruitment and the given contacts from the client and or the candidate and emailed to the client.
- Let's Talk Recruitment will make all attempts to contact the candidate's given references but cannot guarantee contact can be made in all cases.
- In the event that Let's Talk Recruitment is unable to contact the candidate's given references, Let's Talk Recruitment will advise both the client and candidate via email requesting for further alternative references.
- Payment for reference checks is payable in 7 days from initiation.

Promotional Pack

Let's Talk Recruitment offers a Promotional Pack for Clients wishing to increase intake of candidate applications. The Promotion Pack includes:

- Standard Listing on Seek.com.au
- Paid Localised Social Media Marketing
- 30% Discount applied to Second and/or subsequent hire fee(s) for the assigned listing.

The Promotional Pack is paid upfront against an invoice or Pro-forma invoice. Payment is accepted by our payment service or Electronic Funds Transfer

Fee Structure

Candidate Search Service / First Hire	\$1,995
Second and/or subsequent hire fee(s)	\$1,595 Per Hire
3 Month Employee Guarantee	\$495 Per Hire
Reference Checks	\$150 Per Candidate
Promotional Pack	\$595

Note: GST is payable on these rates.

Candidate Search Service – Hire Guarantee

If you are unable to achieve a hire from the Candidates provided by Let's Talk Recruitment fifteen (15) Days after the 4-week period of us working on your listing, we offer two options where you can receive either:

- an additional Free Month of service or
- \$1,000 inclusive of GST back.

The Free Month is to be used immediately or within 12 months from the end of the original Recruitment Listing for the same or a different vacancy. The Free Month is valid for an additional 28-day period only and no subsequent Candidate Search Service – Hire Guarantee is applicable at the end of the second 28-day period. Should you choose to receive \$1,000 back, we will issue a partial refund of your initial fee. You will receive \$1,000 (less any discounts) via the same payment method used to make the original purchase. Please note that once you have chosen to claim either your Free Month or \$1,000 back, your decision is binding.

We reserve the right to withdraw the Service Promise 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.
- never had a genuine Listing to fill.
- have hired from the Let's Talk 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 Let's Talk Recruitment's request, provide the name and start date of the person(s) that will be hired so that Let's Talk Recruitment can verify the source of the successful person(s) to ascertain whether they were a Let's Talk Recruitment Candidate and the success or otherwise of the Service.

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Let's Talk 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 Let's Talk Recruitment with consent (implied or otherwise) in accordance with the Privacy Act 1988 (Cth) and Privacy Principals.

If the client requests the marketing be rewritten, gives no feedback on candidates or is unavailable through the month of service, Let's Talk Recruitment will be entitled to, at its sole discretion, withhold any Candidate Search Service – Hire Guarantee. If the Client does not provide the relevant person(s) name and start date relating to the relevant Listing within the specified time Let's Talk Recruitment will be entitled to, at its sole discretion, withhold any Candidate Search Service – Hire Guarantee.

IMPORTANT: The Months and redemptions of the \$1,000 Candidate Search Service – Hire Guarantee must be requested by the Client within 4 calendar weeks of the Listing expiry date via email to contactus@letstalkrecruitment.com.au clearly stating the invoice number and job title.

Cancellations and interruptions

You have the right to withdraw the Listing for any reason at any time, in which case a Free Month will be offered for a future listing to be used within 12 months.

You acknowledge that the Internet and/or Let's Talk 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 Let's Talk Recruitment and you acknowledge that Let's Talk Recruitment will not be held liable for any failure or inability to provide continuous, error-free, uninterrupted services under these circumstances.

Termination

This Agreement may be terminated by Let's Talk 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 Let's Talk 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 Let's Talk Recruitment.

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 Australian Dollars.

Candidate Search Service – Hire Guarantee \$1,000 includes GST.

Liability and Indemnity

Let's Talk Recruitment will not be liable to the Client for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Candidate or from any delay or failure by Let's Talk Recruitment to refer a Candidate to the Client.

The Client indemnifies Let's Talk Recruitment against any loss, damage or expenses suffered by Let's Talk Recruitment arising from the referral of or any acts or omissions of any Candidate.

While Let's Talk Recruitment endeavours to ensure that the information on its website is correct, Let's Talk Recruitment does not warrant the accuracy and completeness of that information. Let's Talk 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 Let's Talk 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.

Marketing

By using the Let's Talk 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 Let's Talk Recruitment service and Let's Talk Recruitment marketing and advertising material pertaining to your Recruitment Listing or to the promotion of Let's Talk Recruitment services in public.

Third-Party Rights

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

Complaints

Should you be dissatisfied with any aspect of the service raise this with your Recruitment Consultant in the first instance and thereafter it can be escalated to the Director, if necessary.

Equal Opportunities & Diversity

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

Governing Law

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