

HAYS Recruiting experts
worldwide

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICE SHIRE OF YORK

Date: 17th October 2014
Our Reference: 7005

hays.com.au

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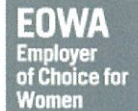
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Hays Overview

Hays is the leading global specialist recruitment group with over 7,900 employees in 239 offices, located across 33 countries in Australasia, Asia, Europe and North and South America. The 2013 financial year delivered revenues of £3,696 million.

Hays has been established in Australasia for 37 years and today we are the largest specialist recruitment company in the region, with a turnover of \$1,299 million and operations at 37 locations throughout Australia and New Zealand. We find permanent jobs for over 12,000 people a year and temporary and contract assignments for over 35,000 people a year and at any one time we employ over 12,000 temporaries and contractors.



Our investment in staff sets the industry benchmark, ensures we stay at the forefront of the Australasian recruitment industry and has helped us become the only recruitment consultancy to hold the status of Employer of Choice for Women for 11 consecutive years; we are one of only 16 organisations to hold this status for such a period.

Hays has received a number of prestigious awards of recognition from our peers and customers in the industry. We are long-standing, proactive members of the Recruitment & Consulting Services Association and became the first national specialist recruitment company to be accredited with the International Quality Standard ISO9002 (now ISO9001:2008) in 1994. As a measure of our commitment to Occupational Health and Safety, we are also accredited to ISO 4801 standard.

Hays' investment in our business has seen us become the region's largest corporate recruitment advertiser and our website has the highest number of unique visitors of any recruitment company website.

Hays Executive

Established in 1995, Hays Executive specialises in strategic selection both nationally and internationally. We provide a highly effective, value-added recruitment service to our client base and focus on the selection of general managerial, finance, and human resources executives. Our organisation's most experienced consultants in senior level recruitment conduct assignments for our clients and share knowledge and intellectual property on resource talent across the global marketplace of applicants.

Hays Executive adopts an assignment protocol based on careful analysis of our clients' requirements and identification of both the professional and behavioural competencies essential for success in the position. Our candidates are sourced using targeted advertising, a national database and our professional networks.

Differentiating Features

Hays' impressive growth for the past five years is based on a simple strategy of listening to clients and delivering on their requests, hiring talented consultants and support staff who deliver on their targets, and making efficient use of fully integrated back and front office systems. Hays differentiates itself with a focus on three key goals:

The Recruitment Industry's Leading Brand

- Our vision is "to be leaders in each of our specialist fields", and 37 years local experience, together with unmatched recent growth, has seen Hays become Australasia's leading specialist recruitment company. We have the largest corporate recruitment advertising spend in the region and invest heavily in supporting industry groups and associations. We also contribute extensively to recruitment and employment debate and innovation, and our PR department ensures that we are profiled in a wide variety of media.
- Hays delivers its specialist recruitment services through specialist business units, each with its own management structure, business plan, and resources. Our clients receive a highly focused, fully tailored service from 715 consultants who are experts in their niche fields, the majority of whom only recruit either permanent or temporary/contract staff.
- We were the first national recruitment consultancy in Australia to be accredited in 1994 and we are currently quality assured to AS/NZS ISO 9001:2008.
- Offering an excellent job board with a range of advertising options, such as a Shire of York-dedicated microsite, the Hays website has value-added services for all users.
- We are proactive in developing improved recruitment models, and take the initiative in recommending solutions that are "outside the box".

The Recruitment Industry's Leading Performer

- We cover the country with a network of 223 business units across 37 locations in Australasia.
- We offer outsourced recruitment services within structures such as managing agency and master vendor. Our solutions deliver the most value using the 3SS.
- Our database is unique in that it coordinates with LinkedIn's network to deliver the most up-to-date and productive connections.
- Hays is the most followed recruitment company in the world on LinkedIn, the number one most followed company in Australasia, and in the top 30 most followed worldwide.

Employ the Recruitment Industry's Leading Staff

- Hays' staff are selected using a rigorous, assessment centre-based methodology and are internationally mobile, giving Australasia access to the very best local and international talent.
- We are the only recruitment consultancy to hold the status of Employer of Choice for Women for 11 consecutive years.
- As the leading global specialist recruitment group we have access to the expertise, intelligence and financial resources of an international player.

Consulting Expertise

Chris Kent – State Regional Director, Hays Western Australia

Chris has 13 years search & contingency recruitment experience spanning Australia, New Zealand and Asia. Chris has operated on both domestic and international assignments across a number of industry sectors. He has devised and ran these campaigns which involved detailed and specific candidate attraction strategies and provided the desired results within the timeframes given. These assignments involved developing a deep understanding of the companies involved, partnering with these organisations and working together for a successful outcome.

Chris joined Hays in 2002 and has held several key management positions in Victoria, South Australia and now Western Australia. Coming from a strong technical recruitment background he has been responsible for the operational management of various technical business units, including; Construction & Property, Mining, Oil & Gas, Energy, Manufacturing & Operations, Supply Chain & Defence. In November 2013, Chris was appointed as State Regional Director for Western Australia and National Director for Hays Mining, Energy and Property specialisms.

A Degree in Applied Science with a major in Psychology, Chris had significant experience in operational management and sales in Australia, UK and the Netherlands prior to joining Hays in 2002.

Richard Kirk – Business Manager, Executive & Permanent Senior Finance

Richard started his career within Government in the UK. He spent 13 years with the Government across a range of roles culminating in him being payroll manager for the Department of Work and pensions. He had responsibility for some 30 staff and managed a payroll of 40,000 monthly paid staff. Richard was a key figure in implementing a self service Oracle based system to the entire DWP network of 110,000 staff. This was the largest oracle implementation in Europe. The DWP were successfully transitioned to a shared service model. On completion of this project Richard realised his dream and emigrated to Australia as a PR and through his experiences using Hays as a client explored his options for a position within the business.

Richard has specialised in finance recruitment during his six year career at Hays and currently recruits permanent positions in the senior qualified accountants and at the Executive C suite level.

Richard has always focused purely on permanent recruitment with great success. Richard pools candidates from across industry and has focused largely on public sector and Government clients throughout his career at Hays.

Understanding

Our understanding of your organisation will be pivotal to the success of conducting this recruitment campaign. Hays Executive already has an understanding of your business and its operations from recent recruitment activities and the on-going relationship we have with your organisation. Consequently, we possess a strong insight into the sector in which you operate. You have provided a brief overview of the position and have outlined the broad requirements of the role in sufficient detail to enable us to develop a recruitment strategy. This document aims to provide you with specific information about our capabilities and approach to executive recruitment.

We understand that Shire of York is seeking to appoint a Chief Executive Officer to support the growth of the business and add value across the organisation.

The Chief Executive Officer position

The exact specification for this role is likely to be drawn up at a future date based on your initial briefing document and discussions to date. We understand that Shire of York will require an experienced CEO to take on the efficient and effective management of Shire of York in achieving its mission and objectives.

Naturally, the CEO will possess the necessary credibility, presence and influential communication skills to capably manage relationships with a range of external stakeholders, customers and partners.

Our aim in this recruitment exercise will be to provide Shire of York with a well-credentialed field of potential CEOs, who are thoroughly assessed and vetted, with sufficient evidence gained to support their applications for this post.

Experience

Previous assignments which the Hays Executive Team has recently completed include:

Main Roads Western Australia	Managing Director
Shire of Northam	Executive Manager
Leading Not for Profit Organisation	Chief Executive Officer
Indigenous Group	Commercial Manager
National Community organisation	General Manager

In addition Hays have recruited for the following Shires across Western Australia over the past 12 months;

Shire of Halls Creek	Shire of Collie	Shire of Northam
Shire of Carnarvon	Shire of Three Springs	
Shire of Ashburton	Shire of East Pilbara	

Hays is a preferred supplier to WALGA. Our span of recruitment reaches throughout Western Australia, with a proven track record in recruiting across the Perth Metropolitan area and regional areas including; Broome, Port Hedland, Carnarvon, Geraldton, The Shires and Bunbury.

Recommended Candidate Attraction Strategy

Hays' ongoing approach is to attract candidates using a combination of local, national and international candidate attraction strategies including print and electronic media. We propose a blended campaign that encompasses the following:

- Press advertising. As part of the largest corporate recruitment advertiser in Australia, Hays Executive undertakes a general advertising program. This is augmented by client-specific advertisements that allow us to pass on the benefits of our discounted rates and premium positioning to our clients. As an example of this, in 2010 Hays became the largest recruitment advertiser in the Early General News section of the Sydney Morning Herald and retained the ranking of number one recruitment advertiser in the Early General News section of The Age. This now gives our clients prime position at the very front of each newspaper. At all times and in all forms, our advertising is designed to attract requisite skills and competencies as well as build or reinforce market presence for both our clients and Hays.

Our brand guarantees Shire of York advertising that will highlight your role against competing opportunities:

HAYS Executive

COMMERCIAL MANAGER DRIVE BUSINESS GROWTH

Unique opportunity.

Founded in 2005, Eastern Guruma Pty Ltd is a civil and mining contractor and is 100% owned by members of the Traditional Owner group who hold native title over some 6,500 square kilometres around Tom Price.

Currently experiencing a period of ongoing growth Eastern Guruma is looking to recruit a results driven Commercial Manager.

Reporting to the CEO, you will have responsibility for negotiating contracts for new business and managing existing business alongside P&L reporting, business planning and managing the department heads of each business unit. As an inspirational leader with a strong commercial acumen and an eye for detail you will be pivotal in ensuring the organisations continued success.

Working closely with and reporting to the CEO you will be an experienced Commercial Manager with strong leadership and organisational skills coupled with exposure to negotiating and developing new opportunities and contracts ideally in the mining sector.

This unique opportunity is Perth based and offers a fantastic opportunity to expand an organisation's commercial interests whilst helping secure the future of our Indigenous community.

The successful candidate will be rewarded with an ongoing challenge, genuine growth opportunities and a salary package that is negotiable in line with experience.

Contact Richard Kirk at
richard.kirk@hays.com.au
or 08 9322 5198.



hays.com.au

- Internet advertising on our website (hays.com.au) - Jobs and Hot Jobs. Our website is constantly rated in the top recruitment websites, attracting over 500,000 visits, 5 million page views and 100,000 applications per month. Our site is automatically updated with any new jobs that have had a web advertisement added by the consultant, thus the role can be quickly uploaded to the site.
- As well as using our own local site, we advertise on hays.com, Hays' international website. In Australia, we also use a number of general job boards. We will place the advertisement on four of the most prominent employment websites across Australia, free of charge, to ensure maximum exposure:

mycareer.com.au
careerone.com.au
thebigchair.com.au
executive.seek.com.au

- Hays has had considerable success with high quality mailshots detailing specific vacancies targeted at suitable candidates both locally and overseas. Having developed strong relationships with various industry bodies, we are able to use their mailing lists in order to target specific candidate types, in some cases exclusively.

Our approach to advertising is combined with a number of other strategies that broaden the skills we can supply:

Referrals

Our most common method of attracting new candidates is by referral from existing ones, and we have an established reward program in place to maximise this service. This is a focus for our quality and service program in that we are constantly monitoring service quality and candidate satisfaction.

Candidate Database

In order to maintain the pre-eminence of our IT systems, in 2009 implemented our operating system, One Touch. This unique tool provides enhanced functionality to our powerful recruitment database, harnessing the power of Google searching, automatic CV uploads, job board posting and enhanced management information, all within the reach of a simple mouse click. It forms the platform for our global office network, unifying our work practices and enabling us to share best practice in our businesses. It has also enabled us to unite our state candidate databases for the first time, resulting in a single candidate database of over 980,000 individuals. This unified pool of candidates, the largest in existence in the region, provides us with an unmatched resource for matching candidates to Shire of York's requirements.

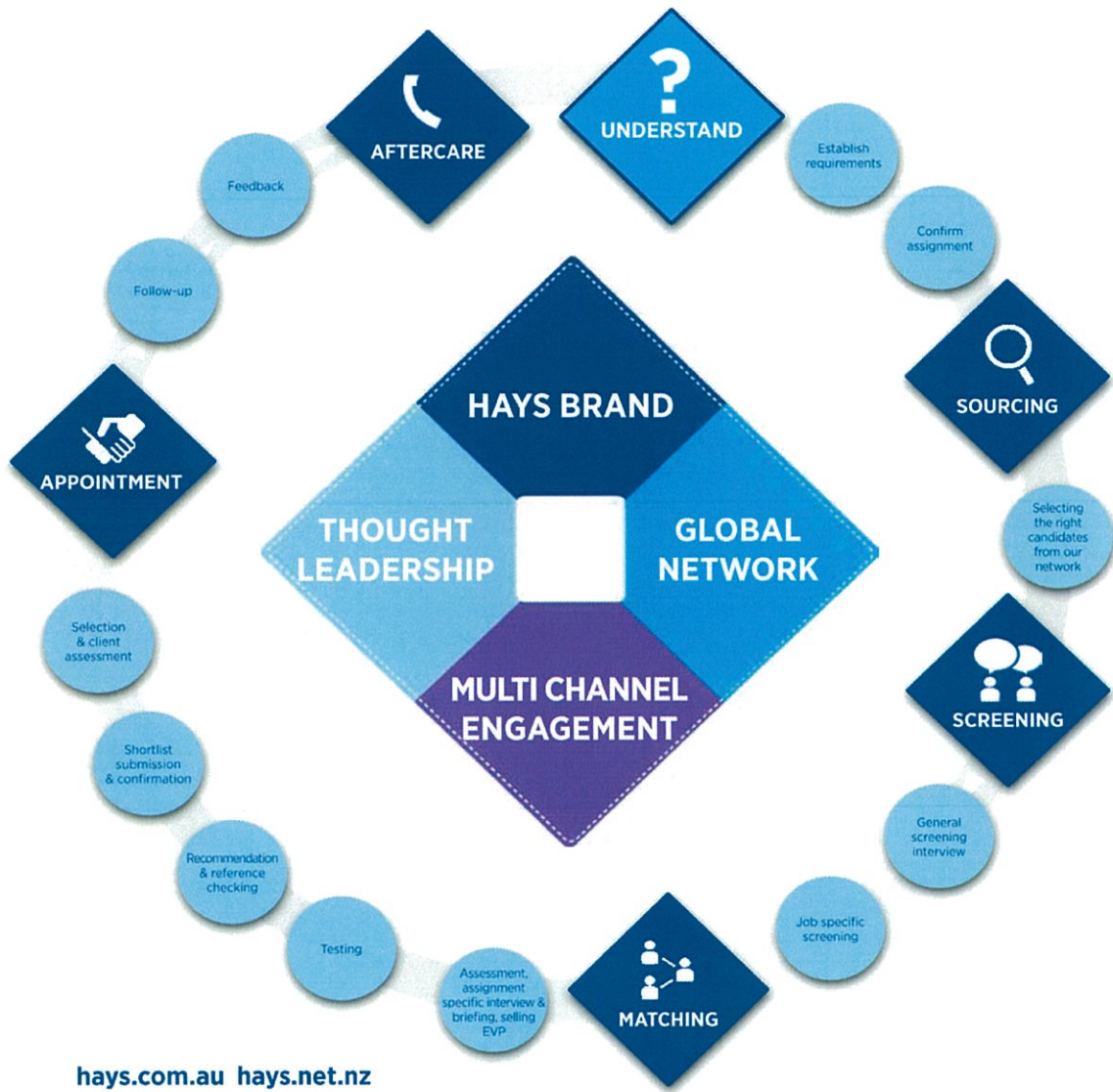
Social Media

Our database is unique in that it coordinates with LinkedIn's network to deliver the most up-to-date and productive connections. Using our Google technology, our consultants can search and review profiles from LinkedIn and our own database simultaneously, meaning they're always in possession of the most recent and accurate member information. Daily network updates tell us when individual's statuses change to suggest they're open to new opportunities. Real-time access means we see updates sooner, so we can respond faster with relevant jobs and helpful advice. Our consultants have the knowledge and contacts to make full use of the unrivalled reach offered by this unique capability, with personal connections to nearly a third of the platform's entire global network.

Proposed Candidate Assessment Methodology

Our recruitment process has been developed over 37 years, is quality assured to ISO9001:2008 and is benchmarked to national and international best practice. It has been developed with the belief that providing a quality recruitment service is more than just matching skills to a job and involves delivering the best service to every customer, every time. This may be entirely different from one customer to the next and we spend time at the beginning to make sure our approach is right. We then revisit this perspective regularly to ensure we are constantly improving. With Shire of York, this approach means understanding your business, vision, culture and key competencies and incorporating this understanding into our process.

Hays already has a level of understanding of Shire of York, gained from our existing relationships and previous recruitment activity. We are committed to working in partnership with Shire of York to develop a complete understanding of your organisation. All the stages of our recruitment process incorporate quality mechanisms to ensure that the standard of service delivered to both Shire of York and our candidates is of the high quality we commit to. The following flowchart provides an overview of Hays Executive's recruitment methodology, with a brief explanation of the crucial recruitment stages and we can expand on these details in any area required by Shire of York.



Understanding

Establish requirement

Hays Executive approaches this as one of the most critical stages of any recruitment exercise. We will use our existing level of understanding of Shire of York and add to it through further meetings with HR and relevant management staff.

Assignment brief and confirmation

For each assignment we will conduct briefing sessions with Shire of York nominated contacts to discuss and confirm the job specification and assignment protocol and to build on our relationship with Shire of York contacts.

Screening

We combine the specialist working, business and recruitment knowledge of its consulting staff to provide a comprehensive screening and selection process. This is complemented by our vast experience in managing executive appointments, giving Hays the ability to incorporate Shire of York processes seamlessly.

Job-specific Screening / Online Applications

Hays' automated, online application system has improved the way we manage candidate flow and shortlists. Easily completed, tailored applications from our website and the major job boards are delivered directly to our operational system and our talent pool:

- The application is recorded on a dedicated "shortlist" page of the job file, with a link back to the candidate's details, facilitating more efficient data management and reducing processing time,
- The process is instant, with candidate details accessible in the One Touch system as soon as the application is received, and
- The shortlist page provides project management functionality, for example additional candidates are added from our talent pool to consolidate the process and communication programs are managed using this complete population.

This process further enhances Hays Executive's speed and ability to supply high quality candidates, which are unparalleled in the industry. This is especially important in a candidate-short market.

Initial Evaluation / General Screening Interview

Telephone screening is conducted by our specialist consultants on all applicants. Areas covered include identifying basic information about the candidate's skill level, synergy of experience with Shire of York requirements, assessing motivation and attitude and their requirements. We also set expectations for the recruitment process.

Matching

Assignment-Specific Interview and Briefing – Behaviourally based

All candidates are given an in-depth interview by our trained and experienced consultants in a private environment, using behavioural interview techniques. This interview is a key part of our validation process and is tailored to suit either generic or specific recruitment. As our consultants are specialists in their fields, we also use the interview as a measurement of skill level by asking detailed technical questions.

Our executive consultants are fully trained in Behavioural Interview techniques and will discuss the relevant competencies with a nominated Shire of York contact on a position-by-position basis. The key competencies for assignment will form part of the interview.

Recommendation

Reference Checking and Other Validation – Hays will undertake reference checks on all candidates covering employment background, technical skills, behavioural competencies and general suitability for the position. This Report can be tailored to suit Shire of York's needs as required.

References presented to Shire of York will be an accurate reflection of the referee's opinion, encompassing strengths and opportunities for improvement as applicable. Results of referencing are recorded on the candidate's electronic file and can be provided to Shire of York.

We will tailor the timing and number of these checks to suit Shire of York requirements and preferences.

We will check any qualifications claimed by a candidate with the appropriate body and confirm eligibility to work in Australia by sighting visa/passport information and ensuring candidates sign a declaration to state that they are eligible to work in Australia. If the candidate does not hold an Australian passport, the Department of Immigration allow us to check the persons work entitlements via their website, using the Entitlement Verification Online (EVO) system. We can provide a report detailing those candidates subject to visas and when they are reaching the cut-off point.

In addition to reference checks, we can provide the following checks and verifications; criminal history checks, in-depth security clearances, bankruptcy and limited credit checks can be conducted in accordance with Part III of the Privacy Act and full background and probity checks.

Shortlist Submission – Hays Executive will present candidate shortlists including their résumé and selection criteria in any format required by Shire of York, expressly designed to suit your needs.

Selection

Client Assessment – We will liaise with Shire of York on appropriate times and venues for your interviews and we will coordinate them.

Shortlist Confirmation

The second interview shortlist will be confirmed and the interviews and any further testing coordinated. We will deliver any information necessary for this stage of the process and will ensure that the candidates are managed to ensure the correct outcome for both sides. The One Touch system includes an automated "Interview Confirm" function enabling consultants to instantly send the details of interviews to Shire of York and the candidate by email, enhancing Hays' timeliness by consolidating two complete elements of the recruitment process into one.

Appointment

The level of our participation through the final selection process is at Shire of York's discretion.

Follow-up

Follow-up Success

We are committed to the success of staff placed by Hays Executive and will maintain a scheduled program of contact with successfully placed candidates to ensure the role or assignment is progressing as expected for both parties - Shire of York and your new employee.

Contact will be made with the Shire of York representative and successful candidate as a minimum on the first day and each month to three months, including site-visits. For temporary assignments, contact will be made on the first day of the assignment and then, depending upon the length of the assignment, weekly. Additionally, on or close to the expected completion date of the assignment, the consultant calls Shire of York and candidate to determine whether the assignment will be extended or finishing. At the assignment completion, the consultant conducts a finishing reference with Shire of York.

In both of the above cases, this is the minimum follow-up and we will agree the actual program at the placing of the candidate. The follow-up calls are automatically prompted by our system and they will all be noted on the operational system. This contact is extremely helpful in identifying and addressing potential issues with Hays Executive maintaining objectivity for both parties. Random quality control calls are conducted by Managers to assess the performance of the appointee and the quality of our service and this is also a focus of our Customer Service Questionnaires.

Relationship Development

Maintaining Contact – Candidate management and care is fundamental to our continued success and the level of care offered to our candidates is benchmarked in our quality assured recruitment procedures. We maintain regular contact with candidates using a communication program focused on the key stages of candidate registration, during the recruitment process, post-placement and inactive periods.

Fees and Guarantees

There are two options as to how we can proceed with this recruitment exercise.

Option 1: A contingent based assignment, where the fee is invoiced on the start date of the candidate. I will reduce our fees to 12.5 per cent of the salary package for this option.

Option 2: A retained assignment at 10 per cent, the fee will effectively be split into three with the first invoice due on the date of receipt of Shire of York's instruction to proceed with the assignment, the second upon the receipt of a shortlist of candidates and the final instalment due on the commencement of the successful applicant.

The following table provides the breakdown of the fees during the recruitment process:

Role	Shire of York Fee Percentage Contingent	Shire of York Fee Percentage Retained
Chief Executive Officer	15 per cent	10 per cent

These fees represent a significant reduction to our standard terms, which are outlined in our Standard Terms of Business document included at Attachment One. They are subject to final negotiation and contract.

If the option of a retained assignment is taken Hays are happy to offer a prime advertisement in the Financial Review free of charge. This can be confidential or dual branded if you wish to utilise this option as an opportunity to raise the company's profile. This is a circa \$7,000 value add.

Guarantee

Hays Executive has an absolute commitment to providing a service of the highest quality and candidates of the best possible match to your requirements. Should the guarantees outlined below be exercised, Hays will make sourcing a suitable replacement our highest priority to ensure that the role is refilled as soon as possible and with minimum disruption to Shire of York's operations. In the unlikely event that the replacement is due to a performance issue, we will take Shire of York's feedback into consideration in sourcing an appropriate replacement. Hays offers the following performance guarantee:

If a candidate you have recruited through us leaves your employ within 12 weeks of the date of commencement, we will endeavour to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid within the agreed payment terms and we have been notified in writing within seven days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, change of job description or working conditions.

As the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should changes occur to the original role. No guarantee period is applicable to a replacement.

Base Salary \$169,882

 Super \$16,139

 Cont \$8,454

Timeframe

Hays Executive will commence the recruitment process as soon as we have written authority from Shire of York. We envisage that the candidate attraction phase will take three weeks to conclude and that candidates identified through advertising will be assessed within two weeks. It is reasonable to suggest that Shire of York will commence interviewing six weeks from assignment commencement. A suggested timeframe is given in the table below, highlighting the major milestones in the process.

Offer & acceptance stage									
Shire of York 2 nd interviews									
Shire of York 1 st interviews									
Shortlist presented									
Hays Executive interviews									
Advertisement appears									
Contact targets									
Conduct research									
Pre-recruitment preparation									
Assignment authority									
Week	1	2	3	4	5	6	7	8	

Acceptance

This proposal has been prepared for Shire of York for the recruitment of Chief Executive Officer through Hays Executive. Its conditions will be effective for the duration of this exercise.

The terms and conditions of this proposal contained herein or covered by our attached terms of business are acknowledged and accepted, on the understanding that the preferred rates offered to Shire of York are to develop a true recruitment relationship with Hays.

On behalf of Shire of York:

Signed: _____
Print Name: _____
Position: _____
Date: _____

On behalf of Hays Executive:

Signed: _____
Print Name: _____
Position: _____
Date: _____

Attachment one
Terms of Business

Terms of Business - Hays Executive Specific terms for introduction of permanent/fixed term staff

1. Parties & nature of relationship

1.1 Hays is a provider of recruitment and labour hire services only and not a provider of work services. These Terms and Conditions are between Hays Specialist Recruitment (Australia) Pty Ltd (ABN 47 001 407 281) and/or any subsidiaries or related bodies corporate trading through separate trading names ('we/us/our'), and the Client Employer and their legal representatives, successors and/or assigns ('you/your'), and specify the terms upon which we will provide services to you until new Terms and Conditions are notified to you in writing.

2. Acceptance of Terms & Conditions

2.1 The acceptance of candidate details or interviewing of a candidate or engagement of a candidate introduced by us, or the passing to any other person or organisation of personal information pertaining to a candidate introduced to you by us, will amount to your acceptance of the Terms and Conditions. No variation can be made to these terms without the written consent of a Director of Hays Specialist Recruitment (Australia) Pty Ltd.

3. Engagement of candidates

3.1 You must notify us immediately where a candidate who we have introduced to your organisation accepts an engagement with you. Once you agree to engage a candidate introduced by us for any position within your organisation, even if the introduction is made indirectly, whether as an employee or in any other capacity, within 12 months of the initial introduction, you agree to pay us an amount calculated in accordance with the fee schedule below. A candidate introduced indirectly includes anyone introduced by another candidate who had themselves been introduced by us in the previous 12 months.

4. Onward referral

4.1 Introductions are confidential. Should an introduction result in the engagement of a candidate, either as an employee or any other capacity, to any other division or any related or associated company or firm, or any other employer you will be liable to pay us a fee calculated in accordance with the fee schedule below, as if the candidate had been engaged by you.

5. Suitability of candidates

5.1 We do not accept liability for any loss, claim, fine, penalty, expense, damage or delay suffered by you arising in connection with a candidate irrespective of how it may be caused or arise including for any indirect or consequential loss or damage resulting from a breach of contract, tort (including negligence) fraud, breach of statutory duty or otherwise howsoever caused or arising. You will need to satisfy yourself as to the background, integrity, qualifications, suitability, and where relevant, medical condition of the candidate for the position and we do not make any representation to you in relation to any of those matters. The recruitment decision rests with you. You will fully indemnify and pay us on demand in respect of all liabilities, losses, claims, fines, penalties, expenses and damages (including but not limited to Hays' own losses and any third party claims and any legal costs on a full indemnity basis) we suffer or incur arising out of or in connection with the supply of our recruitment services in the ordinary course of business under this Agreement, or any act or omission of any candidate.

6. Fee for service

6.1 The fee payable to us will be calculated as a percentage of the candidate's gross equivalent annualised remuneration package (plus GST) which will be taken to include base salary and all other benefits or allowances which represent remuneration in other forms, such as superannuation, subsidised housing loans, bonuses, commissions etc. Motor vehicles provided to staff will be valued at a minimum of \$15,000 per annum or as agreed in the package. Where a placement is part-time, the salary will be equated to the full-time equivalent and the fee shall be charged on that salary. The fee will be calculated as follows:

Remuneration package below \$150,000.....	20.5%
Remuneration package from \$150,000 to \$250,000.....	25%
Remuneration package above \$250,000.....	30%

GST will be charged in addition to the fee.

6.2 These fees are to be paid at the time specified in any invoice we issue to you or if no invoice is issued or time is stated you will pay at the following times:

- 6.2.1 33% upon acceptance of the assignment (minimum of \$3,000 plus GST).
- 6.2.2 33% upon presentation of a short list.
- 6.2.3 The balance remaining upon the successful completion of the assignment.

6.3 Time is of the essence in relation to payment and we may require earlier payment or cash upon delivery of the services if your credit worthiness becomes uncertain. All payments must be made in full without any set off or deduction whatsoever. If you fail to pay on time then without prejudice to any other remedy we may have to:

- 6.3.1 Cancel this contract or suspend supply.
- 6.3.2 Set off any other payments you have made against amounts due.

6.3.3 Charge you interest calculated daily and compounded monthly at 2% above the base rate of ANZ Bank at the date of payment and the costs of recovery (including on a full indemnity basis and legal costs).

6.4 If any supply made by us is in our view a taxable supply for GST purposes or an adjustment event occurs that causes a supply to be a taxable supply, we will be entitled to charge an additional amount to you for GST or other similar tax and you acknowledge and accept our right to charge an additional amount for GST or other similar tax.

7. Additional costs

7.1 You agree to reimburse Hays Specialist Recruitment (Australia) Pty Ltd for the following out-of-pocket expenses within 7 days of receipt of invoice:

Expense Detail	Estimated Cost (plus GST)
.....

8. Replacement guarantee

8.1 If a candidate you have recruited through us leaves your employment within 12 weeks of the date of commencement, we will endeavour to find a replacement free of charge. This replacement guarantee only applies when our fee has been paid within 14 days of the date of invoice, and we have been notified in writing within 7 days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, change of job description or working conditions. This replacement guarantee is valid for a period up to 6 months from termination date and as the replacement guarantee relates to a specific job description, we reserve the right to negotiate our replacement terms should changes occur in the role originally recruited for. Where a replacement is recruited there will be no guarantee period applicable for such a placement. For the avoidance of doubt there is no replacement guarantee on a fixed term placement.

9. Re-engagement

9.1 Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 12 calendar months from the date of termination a full fee in accordance with paragraph 3 above becomes payable (with no entitlement to a refund).

10. Advertising

10.1 Where agreed and set out below, Hays Specialist Recruitment (Australia) Pty Ltd will advertise the position(s) in the following newspapers and magazines and you agree to reimburse Hays Specialist Recruitment (Australia) Pty Ltd for the costs detailed below within 7 days of receipt of invoice:

Newspaper/Magazine	Date	Estimated Cost (plus GST)
.....

11. Termination

11.1 If full payment is overdue by more than 14 days or any proceedings related to insolvency is taken or you make any arrangement or composition with creditors then we may treat ourselves as being discharged from this agreement and (without prejudice to any other remedy) any fees will become immediately due and payable.

12. Force majeure

12.1 We will not be responsible for any delays caused by or in any way related to or arising out of any cause outside our reasonable control. Delays due to force majeure do not relieve you from the obligation to pay for services already provided.

13. No warranty

13.1 Dates quoted for supply are given in good faith and are approximate only. All warranties and representations whether express or implied by law, trade, custom or otherwise are to the extent permitted by law excluded.

14. Intellectual property

14.1 You acknowledge that no intellectual property is conveyed or vests in you or any other person pursuant to this Agreement.

15. Governing law

15.1 This Agreement and the supply of the services will be governed and construed in accordance with the laws of the State or Territory in which this Agreement is entered into and the parties hereby agree to submit to the exclusive jurisdiction of a competent court in that State or Territory of Australia.

16. Waiver

16.1 No express or implied waiver by us of any term of this Agreement will constitute a waiver unless in writing and signed.

17. Entire agreement

17.1 This Agreement and any Hays invoice or Hays proforma that are attached constitute the entire agreement for the supply of services and supersede all prior representations or statements whether oral or written made by or on behalf of us. You acknowledge that, except as set out in this Agreement, you do not enter into this Agreement as a result of or in reliance on any promise, representation, advice, statement or information of any kind given or offered by us, whether in answer to any enquiry or not. The parties exclude all implied terms, if any provision of this Agreement is determined by a court to be invalid or void or voidable then the remaining provisions shall not be affected.

18. No assignment

18.1 You may not subcontract, assign or otherwise transfer this Agreement in whole or in part.

Terms of Business - Hays Executive Specific terms for introduction of temporary staff

1. Parties & nature of relationship

1.1 Hays is a provider of recruitment and labour hire services only and not a provider of work services. These Terms and Conditions are between Hays Specialist Recruitment (Australia) Pty Ltd (ABN 47 001 407 281) and/or any subsidiaries or related bodies corporate trading through separate trading names ('we/us/our'), and the Client Employer and their legal representatives, successors and/or assigns ('you/your'), and specify the terms upon which we will provide services to you until new Terms and Conditions are notified to you in writing.

2. Acceptance of Terms & Conditions

2.1 The acceptance of candidate details or interviewing of a candidate or engagement of a candidate introduced by us, or the passing to any other person or organisation of personal information pertaining to a candidate introduced to you by us, will amount to your acceptance of the Terms and Conditions. No variation can be made to these terms without the written consent of a Director of Hays Specialist Recruitment (Australia) Pty Ltd.

3. Payment obligations

3.1 You agree to pay the hourly charge, (plus GST) advised by us at the time of the booking of the assignment. This hourly charge includes allowance for all statutory charges (including workers compensation, payroll tax and superannuation) paid by us. Travelling, hotel or any other expenses as may be agreed, will be charged in addition and itemised on the invoice (plus GST). A minimum charge of four hours per day will apply to each contractor/temporary booking. Any amounts payable to temporaries employed under the provisions and terms of an award, certified agreement or any other legislative requirement will be recharged to you. You agree not to provide any non cash gifts to a contractor/temporary. Should you provide a non cash gift to a contractor/temporary that may be regarded as a fringe benefit; you agree to reimburse us for any Fringe Benefit Tax which we may incur.

3.2 You agree to verify and sign or where the Hays Online Timesheet facility is in use, authorise via this medium, the Employment Business timesheets each week. Signature or online verification of the timesheets by you constitutes acceptance that the contractor/temporary has worked satisfactorily for the hours indicated on the timesheets. Failure to authorise the timesheets does not alter your liability to pay for hours worked.

3.3 All charges will be invoiced weekly and are payable upon receipt.

3.4 You understand and agree that we are required to comply with relevant industrial awards and laws applying to temporary workers provided to you on assignments. You therefore agree to notify us immediately if you require a temporary worker to work overtime or outside ordinary hours. You agree that Hays may increase our fee in respect of a temporary worker if you require them to work overtime or outside ordinary hours. This increase will be automatically added to your invoice and you agree to pay any such charges.

4. Subsequent engagement of a contractor/temporary

4.1 If within the duration of an assignment of a contractor/temporary introduced to you by us, or within 12 months of the conclusion of an assignment of a contractor/temporary introduced to you by us, you engage that person, either as an employee or any other capacity for a limited or unlimited period, a placement fee will apply. The placement fee will apply to any contractor/temporary introduced to you by us who is engaged by you or any division, related company or associated company on a permanent, contract/temporary, part-time or consultancy basis. Such a fee will also apply where our temporary employees/contractors are transitioned to another employment agency/business for whatever reason and in whatever manner.

4.2 The placement fee is to be paid at the time specified in any invoice we issue to you or if no invoice is issued or time is stated you will pay on the commencement date of the candidate and will be calculated as a percentage of the candidate's gross equivalent annualised remuneration package (plus GST) which will be taken to include base salary and all other benefits or allowances which represent remuneration in other forms, such as superannuation, subsidised housing loans, bonuses, commissions etc. Motor vehicles provided to staff will be valued at a minimum of \$15,000 per annum or as agreed in the package. Where a placement is part-time, the salary will be equated to the full-time equivalent and the fee shall be charged on that salary. The fee will be calculated as follows:

Remuneration package below \$150,000.....	20.5%
Remuneration package from \$150,000 to \$250,000.....	25%
Remuneration package above \$250,000	30%

GST will be charged in addition to the fee.

4.3 Where the amount of annualised commencing remuneration is not readily ascertainable it will be calculated as a multiple of 1800 times the hourly charge (plus GST) at which the temporary/contractor was last supplied to you.

4.4 A minimum fee of \$4,500 (plus GST) will apply to any such placement.

4.5 No guarantee applies to such placements.

4.6 Time is of the essence in relation to payment and we may require earlier payment or cash upon delivery of the services if your credit worthiness becomes uncertain. All payments must be made in full without any set off or deduction whatsoever. If you fail to pay on time then without prejudice to any other remedy we may have to:

- 4.6.1 Cancel this contract or suspend supply;
- 4.6.2 Set off any other payments you have made against amounts due; or
- 4.6.3 Charge you interest calculated daily and compounded monthly at 2% above the base rate of ANZ Bank at the date of payment and the costs of recovery (including on a full indemnity basis any legal costs).

4.7 If any supply made by us is in our view a taxable supply for GST purposes or an adjustment event occurs that causes a supply to be a taxable supply, we will be entitled to charge an additional amount to you for GST or other similar tax and you acknowledge and accept our right to charge an additional amount for GST or other similar tax.

4.8 If any supply made by us is in our view a taxable supply for GST purposes or an adjustment event occurs that causes a supply to be a taxable supply, we will be entitled to charge an additional amount to you for GST or other similar tax and you acknowledge and accept our right to charge an additional amount for GST or other similar tax.

5. Onward referral

5.1 Introductions are confidential. Should you pass on an introduction which results in an engagement of a candidate, either as an employee or any other capacity, to any other division or any related or associated company or firm, or any other employer, you will be liable to pay us a fee calculated in accordance with the fee schedule above, as if the candidate had been engaged by you. Such a fee will also apply where our temporary employees/contractors are transitioned to another employment agency/business for whatever reason and in whatever manner.

6. Suitability of candidates

6.1 We do not accept responsibility or liability for any loss, claim, fine, penalty, expense, damage or delay suffered by you arising in connection with a candidate or contractor/temporary employee, irrespective of how it may be caused including for any indirect or consequential loss or damage resulting from a breach of contract, tort (including negligence), fraud, breach of statutory duty or otherwise howsoever caused or arising. You will need to satisfy yourself as to the background, integrity, qualifications, suitability, and where relevant, medical condition of the candidate for the position or contractor/temporary employee and we do not make any representation to you in relation to any of those matters. You should provide adequate supervision and information to the contractor/temporary employee to ensure the necessary standard of work during the assignment. Once the contractor/temporary employee starts the assignment, the contractor/temporary employee is under your control, supervision and direction for the duration of the assignment. All acts, errors or omissions of the contractor/temporary employee whether fraudulent, wilful or negligent, are your responsibility, as if the contractor/temporary employee was a member of your own staff and you agree to comply with all statutes, by-laws and other legal requirements in relation to the engagement of the contractor/temporary employee to which you are subject in respect of your own staff. You will fully indemnify and pay us on demand in respect of all liabilities, losses, claims, fines, penalties, expenses and damages (including but not limited to Hays' own losses and any third party claims and any legal costs on a full indemnity basis) we suffer or incur arising out of or in connection with the supply of our recruitment services in the ordinary course of business under this Agreement or any act or omission of any candidate, or contractor/temporary employee.

7. Occupational health & safety

7.1 We reserve the right to remove any employee from the work place if it is deemed to be unsafe or at risk. We also reserve the right to conduct safety audits/inspections to enable the health and safety of our employees. You are to provide all necessary OH&S training, site specific and work-specific induction required before any employee starts work as directed by the relevant work cover authority in your state. Should this not be possible you will inform Hays Specialist Recruitment (Australia) Pty Ltd in order for us to ensure relevant training is completed. You will inform us of any change in job description, in order for us to reassess OH&S requirements of that individual ie whether retraining or a replacement is required.

8. Replacement guarantee

8.1 Should the performance of a contractor/temporary employee prove not to meet the requirements of the assignment as agreed, we will replace the temporary at no charge for the first four hours on a booking of less than one month, and at no charge for the first day on bookings of one month and over, providing we receive notification within 36 hours of commencement.

9. Termination

9.1 If full payment is overdue by more than 14 days or any proceedings related to insolvency is taken or you make any arrangement or composition with creditors then we may treat ourselves as being discharged from this agreement and (without prejudice to any other remedy) any fees will become immediately due and payable.

10. Force majeure

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14. Waiver

14.1 No express or implied waiver by us of any term of this Agreement will constitute a waiver unless in writing and signed.

15. Entire agreement

15.1 This Agreement and any Hays invoice or Hays proforma that are attached constitute the entire agreement for the supply of services and supersede all prior representations or statements whether oral or written made by or on behalf of us. You acknowledge that, except as set out in this Agreement, you do not enter into this Agreement as a result of or in reliance on any promise, representation, advice, statement or information of any kind given or offered by us, whether in answer to any enquiry or not. The parties exclude all implied terms. If any provision of this Agreement is determined by a court to be invalid or void or voidable then the remaining provisions shall not be affected.

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