

Contractor or Permanent Technical Placement Services

This document contains the core provisions governing the relationship between 'You' as our Client and 'We' as Computergate to provide Technical Placement Services. The attached detailed Scope of Work for each individual assignment must be supplied prior to any candidate searching and will be separately recorded in a recruitment brief. This will describe anything specific & relevant to an assignment that is not otherwise set out in these Terms of Business.

Our goal will always be to deliver the best quality candidates for the scope suggested. In turn we expect that you will act in accordance with the obligations described in this document.

If you have any questions in relation to the information provided, please contact your Computergate Account Manager to discuss.

1 Our Services

- 1.1 We agree to supply you with the services described in each Recruitment Brief ("**our services**")
- 1.2 You agree to perform your responsibilities described in each Recruitment Brief and in these Terms of Business.

These Terms of Business:

- (a) Become effective when you tell us you accept them, or accept one of our Candidates on assignment;
- (b) Remain in force for all future assignments, until our agreement has been terminated; and
- (c) Will replace any prior Terms of Business between us.

2 Responsibilities of the Parties – Short Term Placements

- 2.1 We agree to:
 - (a) Take all reasonable steps to advise each Candidate with the employment brief.
 - (b) Reference check Candidates and take steps to verify information provided by Candidates;
 - (c) Carry out appropriate testing of Candidates based on the employment Brief;
 - (d) Provide a detailed summary of shortlisted candidates;
 - (e) Organise interviews between you and the Candidates and notify the Candidates of the outcome of those interviews;
 - (f) Implement post placement follow up as agreed;
 - (g) Not withhold information concerning the Candidates which is relevant to your interests, unless required to do so by law.
 - (h) Refer candidates based on your budget or quoted fee, which includes relevant wages, insurances or allowances, and local taxes relative to the employment laws of the country of employment.
- 2.2 You agree to:
 - (a) Keep all information provided by us about the Candidates confidential, and not use it for any other purpose than to determine the Candidate's suitability for a position;
 - (b) Not disclose to the Candidates the fees payable to us;
 - (c) Notify us immediately upon the employment of the Candidate

3 Our Charges

3.1 Short term, Temporary Contractor or Permanent Placements

You agree to pay our fee is 5% of the contract or annual (whichever is lesser) gross remuneration payable to each Candidate.

3.2 This fee is calculated in accordance with these Terms of Business and the Recruitment Brief:

- (a) if a Candidate is employed by:
 - (i) You; or
 - (ii) Any other person to whom you refer the Candidate,

Within the period of time commencing from the date on which the Candidate is first introduced, referred or interviewed and expiring 6 months after the most recent referral, interview or date of contract completion

- (b) if the service is cancelled after the engagement of Computergate

3.3 Except as set out below, our fees are payable on the following basis:

- 14 Days from date of invoice.

3.4 For Candidates employed by Computergate the fee relates to:

- (a) A non-fixed term or permanently; or
- (b) For a fixed term of 12 months or more
- (c) All advertising charges
- (d) Time spent interviewing of all candidates

4 Guarantee

4.1 We provide a guarantee for all Permanent Placements for a period of 3 months from the date on which the Candidate commences their employment with you

4.2 The guarantee applies if, within a 3 month period from the date of employment, our placed Candidate:

- (a) Performs unsatisfactorily in the placement for which they were presented and the placement is terminated for that reason; or
- (b) Terminates the employment agreement for any reason other than illness, relocation or death, in which case we will use our best endeavours to present a suitable replacement Candidate.

4.3 The guarantee set out in this section:

- (a) Applies to 1 replacement Candidate;
- (b) Only applies where all moneys owing under these Terms of Business have been fully paid by due date;
- (c) Does not apply when the duties have changed considerably from the original job or position description;
- (d) Does not apply when the Candidate's termination arises from your restructuring of the business or redundancy of the position

4.4 The guarantee will be provided in the form of a credit note which will remain valid for 3 months from the date of the Candidate's resignation or termination date.

4.5 In no circumstances will refunds be given.

5 Exclusions and Limitation of Liability

5.1 You acknowledge that:

- 5.1.1 For Permanent Placements:
 - (a) You have absolute discretion as to the employment of a Candidate;
 - (b) You are responsible for all acts and omissions of the Candidate; and
 - (c) You are responsible for all remuneration or fees payable to the Candidate

- 5.1.2 For Candidates on Temporary Assignment:
- (a) You are responsible for all acts and omissions of the Temporary for the duration of an Assignment; and
 - (b) We will not be liable for any loss, damage or expense suffered by you resulting from the acts or omissions of a Temporary whilst on Assignment with you or from any delay or failure by us to refer a Candidate to you
- 5.2 You indemnify us against any direct or indirect costs, damages or loss payable or suffered by us arising from:
- (a) Any breach of these Terms of Business; or
 - (b) Any wrongful or negligent act, default or omission; or
 - (c) Any representation made by you (including your employees or agents) relating to the employment of a Candidate; or
 - (d) Any information provided by you to us or the Candidate pursuant to a Recruitment Brief or Assignment; or
 - (e) Injury or death of a Temporary in the course of an Assignment
- 5.3 This section continues to apply, following termination of the relationship between us

6 Disputes

- 6.1 If any dispute arises between the parties in relation to these Terms of Business and/or any Assignment or Recruitment Brief, the parties will endeavour to expeditiously resolve the dispute through good faith negotiations. If the dispute is not able to be resolved by negotiation within one month of the dispute arising, either party may give written notice to the other party referring the dispute to non-binding mediation.
- 6.2 The parties will continue to perform their obligations under this agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to dispute resolution
- 6.3 Nothing in this clause precludes either party from taking immediate steps to seek urgent equitable relief before a court

7 Goods and Services Tax, Exclusions and Penalties

- 7.1 Unless otherwise stated in these Terms of Business, all charges are calculated exclusive of GST and you agree to pay GST in addition to such charges
- 7.2 Our fees do not include the cost of advertising, testing or other incidentals. We will seek your approval prior to incurring any incidental costs and they will be billed, unless other arrangements are made, in a separate invoice to you
- 7.3 If you do not pay our fees and charges by the due date, you agree to pay us the amount outstanding, together with interest calculated at 5% above our bank's prevailing overdraft rate until payment is received by us. You also agree to reimburse us for all legal costs incurred by us (as between solicitor and client) in recovering unpaid fees from you. You agree that we may recover the amount of such costs from you as a debt upon production of an invoice, which shall be sufficient proof of the amount incurred by us

8 General

- 8.1 Entire Agreement: These Terms of Business read together with each Recruitment Brief and its accompanying documentation constitute the entire agreement between the parties regarding their subject matter. Where there is any inconsistency between these documents, the following order of precedent will apply:
- (a) Recruitment Brief and accompanying documentation; and
 - (b) These Terms of Business

Scope of Works – Contractor Request Form

REQUESTER			
Requestor:		Phone:	
Date of Request:		Add'l Details Attached:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Requested Start Date:		Due Date:	
Priority:	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Term of Contract:			
Country/Location:			
PO or Tracking ID:			

SCOPE OF WORKS	
Scope:	<p style="color: red; font-weight: bold;">PLEASE Insert the Job Description below – sample shown</p> <ul style="list-style-type: none"> The desktop technician will provide support to end users on assigned site locations. Computergate will deploy qualified technicians experienced, organized, enthusiastic, and professional for high quality customer service and timely resolution of support requests. Technicians deployed need to have extensive experience in hardware, software, basic troubleshooting, and network connectivity Overall professional attitude with good written and oral communication skills and ability to quickly but accurately act upon and diagnose any equipment issues reported and work efficiently with minimal supervision Installation and setup of PC's, printers, and other equipment Add or replace new parts on equipment (keyboards, extra memory, etc.) Troubleshoot network connectivity and wireless access Troubleshooting software issues Diagnose a variety of software and hardware issues Follow detailed instruction guides for client specific software and hardware Take accurate and detailed notes of issues diagnosed and work completed Working and communicating effectively under pressure Walking, bending, and lifting equipment up to 50 pounds, and the physical ability required for connecting equipment Doing in depth research and troubleshooting for complex technical issues <p>Prepare to provide Services for sites identified. Service Hours are Business Hours based on a legal working week (35-40) ("Service Hours").</p>
Suggested Skill Level:	
Requirements:	Signed Customer Time Sheet to be submitted weekly
Schedule Start Date:	
Suggested Price:	

OTHER REQUIREMENTS

APPROVALS			
Review Date:		<input type="checkbox"/> Approved	<input type="checkbox"/> Approved Modified
		<input type="checkbox"/> Rejected	<input type="checkbox"/> Deferred Until:
Client:		Date:	
Computergate:		Date:	