

1. LEGAL EFFECT

1.1 Subject to sub-clauses 1.2 and 1.3, the provisions of this document take effect and are enforceable as contractual terms upon your acceptance of them, which may be communicated by signing and delivering to us a copy; or by telling us that you accept them.

1.2 The acknowledgement or statement by us of any statutory obligation or duty, or obligation or duty arising from the RCSA Code for Professional Conduct, shall not operate or be enforceable by you against us as a contractual term; but such obligations and duties shall operate of their own force and effect.

1.3 Nothing contained in this document shall operate to create any enforceable obligation or estoppel at law or in equity, or to confer any benefit or advantage on us in relation to our carrying on of business as an Employment Agent or Private Employment Agent:

- (a) in the **Australian Capital Territory** or the **State of Queensland**;
- (b) in the **State of South Australia** by virtue only of the fact that:
 - i) you are listed with us as a person who is seeking employment; or
 - ii) we are seeking employment for you -

except to the extent to which this document operates as a lawful consent or permission given by you in writing for the purposes of:

- iii) the *Agents Act 2003 (ACT)* and *Agents Regulation 2003 (SA)*
- iv) the *Private Employment Agents Act 2005 (Qld)* and *Private Employment Agents (Code of Conduct) Regulation 2005 (Qld)*;
- v) the *Employment Agents Registration Act 2003 (SA)* and the *Employment Agents Registration Regulations 1995 (SA)*;
- vi) the *Privacy Act 1988 (C'th)*; or
- vii) the *Privacy Act 1993 (NZ)*

or otherwise as may be permitted by law.

1.4 Nothing contained in this document shall operate to create any relationship of:

- (a) employee and employer;
- (b) principal and agent; or
- (c) partnership or joint venture

between you and us.

1.5 To the extent to which this document operates as a lawful consent or permission for the purposes of any law relating to privacy protection or the protection of personal or confidential information, it is to be read together with:

- (a) any collection statement we may provide to you; and
- (b) any privacy policy of ours that you may request.

1.6 This document is to be read together with and subject to any statutory or regulatory disclosure that we may be required to provide to you by any law that applies to our carrying on business as an employment service provider.

Example: *Fair Trading Act 1987 (NSW) s.60R and Fair Trading Regulation 2007 (NSW reg. 101).*

1.7 The provisions of this document supersede any prior agreements between the parties or representations made by either party with respect to its subject matter.

2. DEFINITIONS

2.1 In this Document:

“employer” includes a person who provides or who may wish to provide a position other than under a contract of service;

“employment service” means any category of service recognised by RCSA as a Corporate Membership Category of Service;

“our active register” means the register of people currently looking for work through us;

“our inactive register” means the register of people who have previously been on our active register and who have indicated that upon being removed from our active register we may place them on our inactive register of people who might be interested in receiving information from us in relation to positions that may become available;

“personal information” means any information, or an opinion (whether true or not), about you and may range from the sensitive (e.g. your medical history or condition) to the everyday (e.g. your address and telephone number). It would include the opinions of others about your work performance, or work experience and qualifications, aptitude test results, and any other relevant information obtained by us in connection with your possible work placement;

“preferred location” means the location you have indicated in the Schedule as being that within which you would prefer to work and includes a nearby area;

“preferred work” means work of the type you have indicated in the Schedule and includes work of a similar nature;

“RCSA” refers to the Recruitment and Consulting Services Association Ltd;

“RCSA Code for Professional Conduct” means the Code for Professional Conduct of RCSA Members approved for the time being by the Australian Competition & Consumer Commission, a copy of which being current at the time of application of these provisions is attached;

“Schedule” means the schedule to this document;

“the parties” means you and us;

“us”, “our”, “ourselves” or **“we”** refers to the employment service provider named in the Schedule and any related entity named in the Schedule, on whose behalf we have authority to act;

“you” or “your” refers to the registrant named in the Schedule.

also forward details of your name any other necessary identifying personal information;

2.2 In this document:

- (a) the singular number includes the plural number and the plural number includes the singular number;
- (b) words imputing any gender impute each other gender;
- (c) headings, notes and examples may be used to assist in resolving any ambiguity of meaning or application.

4.4 If we remove you from our active register we may place you on our inactive register.

4.5 We may remove you from our inactive register when we no longer require your personal information for any purpose for which it may lawfully be used or disclosed.

4.6 Inclusion in or removal from our active register or inactive register does not affect any statutory obligation we may have to collect and maintain certain information on any statutory register that we may be obliged to keep.

3. APPLICATION

3.1 The provisions of this document will apply (subject to sub-clauses 1.2 and 1.3) upon your acceptance of them, which may be communicated by signing and delivering to us a copy; or by telling us that you accept them.

Disclosure of Position Information

4.7 We will not arrange for you to attend any interview with a client or prospective client without disclosing to you the following information about the position to the extent to which it is known to us and we are at liberty to disclose it:

4. OUR ACKNOWLEDGEMENTS AND RESPONSIBILITIES

Active Register

4.1 After you have signed one of our registration forms and requested that we assist you to find work we will place you on our active register.

4.2 We will keep you on our active register unless:

- (a) we do not hear from you for 3 months;
- (b) you advise us you are no longer interested in seeking work through us;
- (c) your registration with any relevant registration or licensing authority has expired or a current copy is not on our file; or
- (d) we receive substantiated report(s) of unsatisfactory work performance or conduct;
- (e) we reasonably consider that you have failed to comply with your acknowledgments and responsibilities as set out in this document

in which case we may remove you from our active register.

4.3 Whilst you remain on our active register when one of our clients, or a potential client, indicates that it may have a position available for your preferred work in your preferred location:

- (a) we will consider whether you might be suitable to fill the position;
- (b) we will raise with you relevant aspects of your personal information that we have not been able to satisfy ourselves are substantially accurate, complete, up to date, and not misleading;
- (c) if we consider that you might be suitable to fill the position we may, subject to the terms of any current consent you have provided to us, present you our client, or potential client, by forwarding to any person who is recruiting for that position such details of your work history, aptitude, skills, experience and work availability together with such cautionary note with respect to any matter raised with you under sub-paragraph (b) above, as we think fit. Unless you have told us that you require us to forward your personal information on an anonymous or pseudonymous basis, we may

- (a) identity of the prospective employer;
- (b) position title;
- (c) inherent requirements of the position;
- (d) employment status;
- (e) remuneration;
- (f) functions and duties;
- (g) hours of work;
- (h) leave entitlements;
- (i) superannuation contributions;
- (j) any other matter that we are required by or under any statute to advise to you.

Representations & Implied Terms

4.8 Subject to clause 4.9 we make no representation that:

- (a) the position will be suitable to your requirements or abilities;
- (b) the position offers or may offer any remuneration, job security, career path or other benefit of whatsoever nature other than is expressly disclosed to you in accordance with clause 4.7.
- (c) any services we provide to you will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal.

4.9 Our liability for any breach of a term implied into any contract for the supply of services by us to you by any Act of Parliament will be limited, at our option, to providing, or paying the costs of providing, the services again.

Relationship Management

4.10 Upon your registration we will appoint one of our consultants as your primary contact. Upon commencement of these provisions, the consultant will be the person named in the Schedule. We may change your primary contact from time to time as we think fit.

4.11 We may provide a service to our clients and potential clients in connection with our presentation of you to them and be paid a fee by them for doing so. The duties that we owe to our clients and potential clients may bear upon the manner in which

we may present you to them such that there may be occasions when we cannot present you as you would wish. On those occasions, we will explain the situation to you so far as we are reasonably able and will indicate to you what options we consider that you may have.

4.12 References that we obtain from third parties are sometimes given to us or may only be obtained on condition that we observe certain restrictions on their subsequent use or disclosure in order to preserve confidentiality. This may mean that we may not always be able to permit you access to comments made by your referees. On those occasions, we will explain the situation to you so far as we are reasonably able and will indicate to you what options we consider that you may have.

5. YOUR ACKNOWLEDGEMENTS AND RESPONSIBILITIES

Aptitude & Ability to Work

5.1 You represent that to the best of your knowledge, information and belief:

- (a) you possess the skills, experience and qualifications described in any resume provided to us, interview conducted with us, or forms which you complete, in connection with your registration;
- (b) you are lawfully entitled to work in Australia/ New Zealand;
- (c) your level of health and fitness is suitable for the performance of the inherent requirements of your preferred work so far as we have made those requirements known to you or so far as they may be the subject of common knowledge;

(d) except as is disclosed in the Schedule:

- (i) you are not prevented from seeking or performing your preferred work within your preferred location because of any promise made in restraint of trade or competition, or by any promise you have made not to solicit, or perform work for, any person, customers or classes of persons or customers;
- (ii) you have not registered with any other employment service provider within the last two years;
- (iii) you have not performed work as a "temp" or on-hired worker for any other employment service provider within the last two years.

Readiness & Relationship Management

5.2 Whilst you remain on our active register you will:

- (a) ensure that any registration, licence, practicing certificate or accreditation; insurance; security clearance, work permit, or vaccination that is necessary to enable you to perform your preferred work is current, is renewed regularly, and that evidence of currency is provided to us.
- (b) keep us advised of any changes to the details on the forms you complete in connection with your

registration or contained in any resume you have provided to us.

- (c) be responsible for informing us in writing of any matters necessary to ensure that the information that we may use or disclose about you in connection with our attempts to assist you to find work is accurate, current, complete, relevant and not misleading, including changes in:
 - (i) circumstances that may affect your employment status or classification;
 - (ii) the extent of our authority to release information to third parties;
 - (iii) personal information.

(i) circumstances that may affect your employment status or classification;

(ii) the extent of our authority to release information to third parties;

(iii) personal information.

Any change will only be effective from the date of receipt of notice of them;

- (d) make every reasonable effort to ensure that you remain available to accept an offer of an interview or placement in that period;

(e) notify us immediately of:

(i) the outcome of any interview between you and our client or potential client;

(ii) any offer (or acceptance of any offer) of work you have received. Your notification must include details of the remuneration or benefits offered;

(iii) the commencement of your employment in any position that you have obtained directly or indirectly through assistance provided by us.

(f) attend our office punctually and at your own cost whenever reasonably required to do so;

(g) give us seven (7) days notice in writing of any intention to terminate your registration with us or request to be moved to our inactive register.

Personal Information Collection Use & Disclosure

5.3 You acknowledge that in order to assess your suitability for positions and to assist you to find work, we will need to collect, use and disclose personal information about you. It has become common practice in some places for employment service providers to conduct background checking via social network media sites frequented by candidates. You authorise us to conduct background checking via social network media sites that you identify in the Schedule. Whilst we will not conduct background checking via social network media sites that you have not identified in the Schedule; you do authorise us to conduct internet searches using search engines and entering your name and relevant identifying details.

5.4 You acknowledge that in presenting you to our clients and potential clients we owe legal duties to alert them to relevant aspects of your personal information that we have not been able to satisfy ourselves are substantially accurate, complete, up to date, and not misleading.

5.5 You agree that you will not hold us, our directors, officers, employees, or consultants, or any third party (including a referee, former employer, client or potential client) liable for any detriment that you might suffer from the collection, use or disclosure of your personal information in connection with our attempts to assist you to find work.

5.6 Your acknowledgments and agreements about the collection, use or disclosure of personal information, however, do not apply:

- (a) to the collection, use or disclosure of personal information that is not necessary for one or more of our functions or activities; or
- (b) for the benefit of any person who collects, uses or discloses your personal information otherwise than in good faith.

5.7 You authorise us to communicate the details of your acknowledgments and agreements about the collection, use or disclosure of your personal information to any third party to whom they may relate, acknowledging that we, our consultants, and such third parties might rely upon those acknowledgments and agreements (whether to their benefit or detriment) and are entitled to act upon them.

6. DISPUTE RESOLUTION

6.1 If any dispute between the parties arises about the terms of this agreement or its effect the parties will firstly try to resolve the dispute by negotiation, mediation or expert appraisal. If, after a reasonable time, the dispute has not been resolved, the parties will refer the dispute to a process of dispute resolution agreed between them and, failing agreement, to a process of commercial arbitration by a person nominated by the CEO for the time being of RCSA.

6.2 Nothing contained in clause 6 excludes the jurisdiction of any court or statutory tribunal with jurisdiction to mediate, conciliate, hear or determine any dispute; or replaces any right you may have to make a complaint to any government department (e.g. Office of Fair Trading or Consumer Affairs Department) regarding any service we supply to you.

7. SEVERANCE

7.1 If any of these terms is held to be invalid in any way, or unenforceable, it will be severed, and the remaining terms will not be affected or impaired; but will be construed so as to most nearly give effect to the intent of the parties at the time it was originally executed.

8. WAIVER

8.1 If we do not take action to enforce or require strict compliance with your obligations and responsibilities under these terms, or if we grant you any extension or indulgence in the performance of your obligations, we may still exercise all our rights as though they were fully available to us.

9. JURISDICTION

9.1 These terms of this document are governed by and will take effect in accordance with the laws in force in NSW, Australia being the domicile of The Aicila Group Pty Ltd and the laws in force in the domicile of the Candidate.