



Remote Assistance
PO Box 762 Alice Springs NT 0871
Ph: 0419 599 617
E: trans@transremote.com.au
ABN: 49 790 401 372

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transremote.com.au

Client Engagement Agreement

Terms and Conditions

Your acceptance of these terms and conditions is effective upon request for and presentation of candidate information.

You have sought to engage Trans Remote Assistance to provide you with candidates for positions in your organisation. These are the terms and conditions (hereinafter referred to as "this Agreement") upon which Trans Remote Assistance agrees to be engaged by you.

1 DEFINITIONS

Engagement

Any references in this Agreement to "Engagement" of a candidate, means any form of engagement for the provision of services by the candidate whatsoever, whether employment, contract for services or otherwise.

Introduce

Any references in this Agreement to "introduce" "introduced" or "introduction" means the presentation of a candidate's CV, resume or other form of professional information or history (verbally or in writing) irrespective of whether the client previously knew the candidate.

Candidate

Any references in this Agreement to "candidates" refers to nominated persons we have sourced either from our database or via any other method other than Print Media Advertising.

The Client

Unless otherwise stated "the client" refers to you and/or the organisation you are employed by or represent.

2 POSITIONS

Where you ask Trans Remote Assistance to find candidates for a position or positions in your organisation, whether permanent or temporary, ("Positions"), Trans Remote Assistance will endeavour to introduce to you candidates for the Positions. However, Trans Remote Assistance does not guarantee that it will introduce any or any minimum number of candidates to you.

3 APPLICATION AND TERMINATION OF AGREEMENT

This Agreement will override any previous agreement between you and Trans Remote Assistance to the extent of any inconsistency.

This Agreement may be terminated by Trans Remote Assistance at any time upon three (3) business days written notice to you.



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4 CANDIDATE INFORMATION

Trans Remote Assistance will supply you with the information about the candidate's education, qualifications, training and experience that is supplied by the candidate to Trans Remote Assistance. While Trans Remote Assistance will make reasonable efforts to ensure the reliability and accuracy of the information provided by the candidate, Trans Remote Assistance accepts no responsibility for the reliability or accuracy of that information.

5 CANDIDATE SUITABILITY

Trans Remote Assistance will endeavour to introduce to you candidates who are suitable.

Trans Remote Assistance may recommend candidates, but the decision as to which candidate to engage is yours, and Trans Remote Assistance accepts no responsibility for, or liability arising from, that decision. Trans Remote Assistance recommends that when you interview candidates you satisfy yourself as to the candidate's qualifications, capability, integrity and suitability.

6 MEDICAL EXAMINATIONS

Trans Remote Assistance will arrange for Candidates to undergo medical examinations if requested by you. You will be liable to pay any Doctor's fees and any additional fees charged by Trans Remote Assistance for this service.

7 EVENTS ATTRACTING OUR FEES

You must pay our fees when any of the events set out below occur:

- (a) Within 6 months of Trans Remote Assistance introducing a candidate to you, the candidate accepts an offer of Engagement with you in any capacity (irrespective of the position you requested), whether permanent or temporary
- (b) Within 6 months of the end of a candidate's last temporary Engagement with you (in relation to which you were liable to pay our fees as above), the candidate accepts an offer of permanent Engagement with you.
- (c) You request a candidate for a Position, whether permanent or temporary, but cancel the request before any offer to the candidate is accepted ("Cancelled Request").

8 OUR FEES

(a) Our fee rates for Engagements (clause 7(a) and (b) above) are set out in the Employer Information Documents obtainable either directly from us or via the Trans Remote Assistance website:
(<http://www.transremote.com.au>)

(b) If you request specific advertising you are liable to pay all costs associated with the advertising.

(c) Except where specifically stated, the fees and costs set out in this Agreement include the GST.

9 PAYMENT TERMS

You must pay our fees on the terms set out below.



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- (a) Permanent and Temporary Engagements: 14 days from the date of invoice.
- (b) Trans Remote Assistance website or TransMail advertising: 14 days from the date of invoice
- (c) Print Media advertising: Immediate payment on invoice
- (d) Candidate travel and accommodation: Immediate payment on invoice
- (e) All invoices or accounts over 30 days may be placed in the hands of a recovery agent incurring additional costs to you.
- (f) Recoverable Costs

You will be liable for any costs, expenses or disbursements incurred by Trans Remote Assistance, including debt collection agency fees and legal costs. This includes the costs incurred against dishonoured cheques.

10 REPLACEMENT GUARANTEE

10.1 The conditions of the Replacement Guarantee apply to any candidate introduced to you by Trans Remote Assistance who accepts your offer of Engagement in a specific, permanent position, but the Engagement terminates within a period of 90 days from the date it commenced, subject to the conditions below.

- (a) You have paid the fee in relation to the candidate in accordance with Trans Remote Assistance's payment terms (as set out in clauses 8 and 9).
- (b) A signed contract of employment has been provided to the appointee and subsequently lodged with the client prior to the candidate commencing employment on site at the place of employment, and that within the contract:
- (c) A probation provision exists in the employment contract stating what the probation terms are (ie: dates and any reporting obligations on the part of the candidate)
- (d) A provision exists in the employment contract that addresses the recovery of costs (if any) from the outgoing candidate for relocation and travel should the candidate be terminated for poor performance or departs before the probation period expires or the contract term has been completed (whichever apply in the employment contract). Trans Remote Assistance will not be liable for any costs associated with relocating or repatriating the candidate.
- (e) The client has documented any performance issues (or other workplace issues of which the candidate is part of) and also any actions carried out to resolve such issues. This can include records of discussion, memoranda and any other written or electronic correspondence relating to such issues. We may require copies of this correspondence to support the clients claim.
- (f) The client notifies Trans Remote Assistance immediately at such time any issue arises and maintains dialogue with Trans providing updates on the resolution process until a satisfactory outcome is achieved.
- (g) The same Job Description has been issued to the candidate and to Trans Remote Assistance and reflects accurately what duties are to be performed and what the clients expectations are.



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(h) The information provided to Trans Remote Assistance about the job and conditions, (including entitlements such as accommodation, leave, annual and any other additional leave, and any fees payable by the candidate) is true and correct and matches that supplied to the candidate

10.2 The replacement Guarantee does not apply to the following:

(a) Where a "personality difference" has created a poor communication scenario between the client and candidate. Such issues should be resolved internally as part of a professional relationship between the client and candidate.

(b) Where the client has failed to address any reasonable concern that the candidate has expressed to the client, either verbally and/or by written or electronic correspondence.

(c) Where the candidate has been harassed or suffered any physical or verbal abuse by the client, its candidates or persons within the community or workplace

(d) Where the privacy of the candidate has been compromised causing distress to the candidate

(e) Where the candidate has been sourced from advertising in the Print Media or sourced via independent advertising undertaken by you on the Trans Remote Assistance website or in TransMail.

(f) Where the candidate's employment has been terminated due to redundancy

Trans Remote Assistance will endeavour to introduce to you a replacement candidate ("Replacement Candidate") for the same specific, permanent position.

10.3 Whether or not Trans Remote Assistance is able to introduce a Replacement Candidate, if you request a Replacement Candidate under the terms of this clause you are liable to pay any additional advertising costs and related expenses incurred by Trans Remote Assistance in attempting to find a Replacement Candidate (if advertising is required other than that on our website) .

10.4 This Replacement Guarantee does not apply in relation to any Replacement Candidate introduced to you by Trans Remote Assistance. Should Trans Remote Assistance be unable to satisfy the replacement guarantee, a credit will be held for a period of not more than 6 months from written notification from the client advising that the candidate was not satisfactory. This credit can be utilised for any position as long as all other terms are met.

11 LIABILITY

You bear the sole risk in relation to the introduction to you or Engagement by you of candidates pursuant to this Agreement, and Trans Remote Assistance is not liable for any loss, damage or costs howsoever or wheresoever arising, including legal fees on a solicitor/own client basis, whether through negligence or otherwise, which you may suffer or for which you may become liable, arising out of or in connection with the introduction to you or Engagement by you of Candidates pursuant to this Agreement.

12 CONFIDENTIALITY

Any information provided to you by Trans Remote Assistance or which you acquire as a result, directly or indirectly, of Trans Remote Assistance's engagement by you under this Agreement, is confidential and must not be disclosed to any other party without Trans Remote Assistance's prior written consent. If disclosure by you of



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information provided to you by Trans Remote Assistance concerning a candidate results in that candidate being engaged by another party who is not liable to pay our fee in relation to that candidate, you will be liable to pay our fees as if you had engaged that candidate.

13 ACCEPTED CONDITIONS

- a) All Trans Remote Assistance nominated candidates are assigned under the care, control & supervision of the client & the client is responsible for all acts, errors & omissions of Trans Remote Assistance candidates be they wilful, negligent or otherwise for the duration of the assignment.
- b) The Client must clearly instruct Trans Remote Assistance on the requirements of the assignment & duties for the candidates . Trans Remote Assistance are to be notified immediately should there be any change to these duties or system of work.
- c) The Client must provide a safe working environment & system of work, without risk to health & such information, instruction, training & supervision of Trans Remote Assistance candidates as necessary to enable them to perform their work in a manner that is safe & without risks to health.
- d) The Client acknowledges that we are not performing the services required of our candidates or independent contractors; but are instead the suppliers of our candidates & independent contractors, at the client's request to perform the work that it has requested. From the time our candidates or independent contractors report to the client for their duties they are under the care, control & supervision of the client for the duration of the assignment. In these circumstances, Trans Remote Assistance will not be liable to the client in respect of any damages, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our candidates , their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment
- e) Without limiting the preceding provisions of this Agreement, the Client shall be liable for the health & safety of all personnel provided by Trans Remote Assistance under this Agreement. The Client shall indemnify Trans Remote Assistance against all & any: (a) loss costs & expenses relating to personal injury or death, (b) financial & consequential loss: & (c) claims demands, actions proceedings or liabilities & related costs caused by, arising out of, or contributed by the negligent or wilful act or omission of the Client, the Client's employees or agents or any breach of the Agreement.
- f) The Client will provide all premises, plant, equipment, hardware, software, specialist safety equipment & facilities for the performance of work by personnel provided by Trans Remote Assistance under this Agreement.
- g) Testing & reference checking are carried out as far as it is practical to do so; Trans Remote Assistance makes every effort to maintain high standards of integrity & reliability among our candidates . Trans Remote Assistance cannot however accept any responsibility for any claim, error, loss, expense, damage, or delay arising from any failure to provide staff for all or part of our engagement or from any lack of skill, negligence, dishonesty, or misconduct of the staff provided.

13 VARIATION

Subject to this clause, no variation to, or waiver of, any provision of this Agreement is effective unless or to the extent that it is confirmed and agreed to in writing.