

1. Micropay Pty Limited, ABN 40 071 007 326, of Level 2, 67 Albert Avenue, Chatswood, NSW 2067 ("MicrOpay") requires authorised acceptance (below) of these Terms and Conditions by the Client prior to the Client receiving the resume(s) of suitable applicants ("Applicant").
2. An introduction is made when MicrOpay introduces an Applicant to the Client ("Introduction"). The Client must immediately (and no later than three business days) notify MicrOpay if the Applicant has previously been introduced to the Client by another agency. A placement is made if:
  - (a) the Applicant accepts employment with the Client or with any third party as a result of the Introduction within 12 months of the date of Introduction; or
  - (b) a Client offers employment to a temporary placement supplied by MicrOpay during the period of the temporary assignment or within 12 months after the completion of the temporary assignment ("Placement").

Any subsequent introduction of the Applicant by another agency or third party does not negate the Client's obligation to pay the Placement Fee. The Placement Fee is payable if the Applicant is employed in a position other than that originally intended.

3. The Client must notify MicrOpay immediately when a Placement is made, at which time the Client must pay MicrOpay a placement fee calculated in accordance with clauses 4 and 5 ("Placement Fee").
4. The Placement Fees for Placements are calculated as a percentage of the first year's total remuneration package, i.e. sum of total salary, wages, bonuses, commissions, and employer superannuation contributions, plus GST as set out below:

<b>Remuneration Package</b>	<b>Percentage</b>
\$100,000 +	20%
\$60,000 to \$99,999	18%
\$35,000 to \$59,999	15%
up to \$34,999	12.5%

*Note: the minimum fee payable for any Permanent Placement is \$4,400 incl GST (Placement Fee).*

5. The recruitment process and work involved for part-time positions is identical to that of a full time position, therefore the Placement Fee payable will be calculated according to the first year's total remuneration package i.e. sum of total salary, wages, bonuses, commission, and other employer superannuation contributions, based on full time employment, plus GST.
6. The Client must pay Placement Fees within 14 days of the date of invoice.
7. If the employment of an Applicant is terminated during the first 12 weeks of employment, MicrOpay undertakes to provide a suitable replacement provided that:
  - (a) termination of employment is solely based on performance of the Applicant or the Applicant resigns and is not due to reasons beyond MicrOpay's control such as restructuring of the job description, redundancy, economic circumstances, company closure, change of management, operational reasons or redeployment caused by the Client;
  - (b) the applicable Placement Fees for the terminated Applicant have been paid within 14 days of the date of invoice; and
  - (c) the Client gives notice in writing of the termination of the Applicant's employment within 14 days of the date of termination.

The Placement Fee paid by the Client will be credited against a new invoice for the replacement. If the Client wishes to replace the terminated Applicant, the Client must first seek a replacement from MicrOpay before approaching another recruiter for a replacement employee. The Client must give MicrOpay a reasonable period of time to find a replacement employee. Only one replacement employee is offered for each Placement.

8. If MicrOpay is unable to provide, in its reasonable opinion, a replacement employee for any reason, the Client will be credited with a proportion of the Placement Fee paid provided the Client gives MicrOpay notice of the termination within 14 days of the termination and reasonable time to find a replacement. The proportion of the Placement Fee credited to the Client will be as follows:
  - (a) termination during the first 4 weeks 50%
  - (b) termination during 5th or 6th week 40%
  - (c) termination during 7th or 8th week 30%
  - (d) termination during 9th or 10th week 20%
  - (e) termination during 11th or 12th week 10%
9. All information supplied by MicrOpay, whether written or verbal, is confidential and must not be disclosed to another party without the prior written consent of MicrOpay. If as a result of the Client's disclosure of the Applicant's details, the Applicant is subsequently employed by another party, the Client shall be liable to pay the full Placement Fee to MicrOpay.
10. Subject to these Terms and Conditions and to the extent permitted by law, all conditions and warranties, expressed or implied, are hereby excluded and MicrOpay gives no warranties in relation to the employment of the Applicant by the Client (including without limitation the Applicant's suitability for the Client's purposes).

11. If any condition or warranty is implied into these Terms and Conditions by statute (which condition or warranty cannot be excluded by agreement), the liability of MicrOpay for breach of that condition or warranty will, at MicrOpay's election, be limited to:
- (a) the supply of a suitable replacement under clause 7; or
  - (b) the refund of the Placement Fee paid to the Client in accordance with the proportion in Clause 8.
12. To the full extent permitted by law, MicrOpay's liability for damage to the Client arising under these Terms and Conditions or caused by:
- (a) any act or omission of MicrOpay; or
  - (b) any information, representation or advice given by or on behalf of MicrOpay, whether grounded in contract, negligence or other tortious conduct, is hereby excluded.
13. The Client acknowledges that in offering employment to an Applicant introduced by MicrOpay, the Client has relied upon its own skill and judgment as to the suitability of the Applicant for the Client's purposes, including verification of authenticity and accuracy of references and qualifications and has not relied upon any representations made by or on behalf of MicrOpay.
14. The Client will be responsible for obtaining any work and other permits for Applicants required by the Commonwealth of Australia for full time or part time work within Australia. The Client is responsible for ensuring that an Applicant satisfies any medical requirements or other qualifications that the Client may require.
15. These Terms and Conditions are governed by the laws of New South Wales.

*Client Acceptance of these Terms & Conditions:*

Client No:	<input type="text"/>
Client Name:	<input type="text"/>
ACN/ABN:	<input type="text"/>
Name:	<input type="text"/>
Position:	<input type="text"/>
Signature:	<input type="text"/>
Date:	<input type="text"/>

Please fax or scan and email all pages to the MicrOpay Office in your State:

Fax: NSW (02) 9884 4160  
Fax: SA (08) 8366 6150  
Fax: QLD (07) 3199 2050

Fax: VIC (03) 8643 3540  
Fax: WA (08) 9415 1550