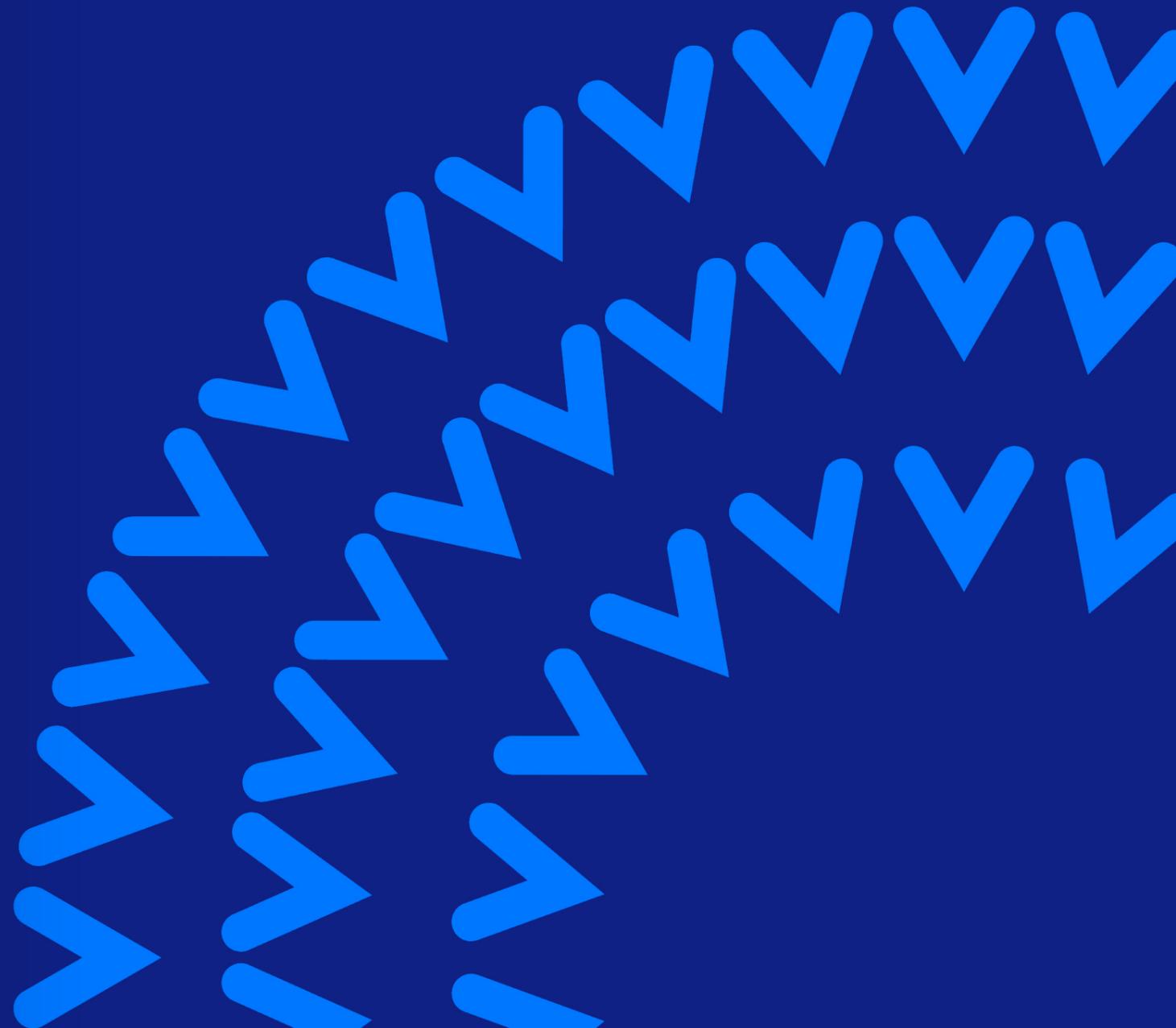


Terms of Business

Happier Healthcare Recruitment



Terms of business

Definitions

Agency Day to Day: a Temporary Candidate supplied to you for one off or regular shifts.

Agreement: comprised of Fee Schedule, Terms of Business or Placement Confirmation.

Award: means any award made by the Fair Work Commission from time to time which is applicable to a Candidate.

Candidate: a worker who is placed with you into an Agency Day to Day, Permanent, Contract or Temporary role.

Client: you, your and includes any related entities and third parties.

Cornerstone Medical Recruitment: us, we, our or cmr.

Contract Placement: where you employ the Candidate for a Fixed Term contract.

Fees: the fees associated with all Placements as specified in the Fee Schedule or the Placement Confirmation.

Force Majeure: means an event or cause beyond the reasonable control of the party claiming force majeure including:

- 1.1 act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave or landslide;
- 1.2 strike, lockout or other labour difficulty;
- 1.3 act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or pandemic;
- 1.4 the effect of any applicable laws, orders, rules or regulations of any Government Authority; and

- 1.5 an embargo, power or water shortage, or lack of transportation.

GST: has the meaning given by "GST Law" in the *A New Tax System (Goods and Service Tax) Act 1999 (Cth)*.

Invoice: an invoice for the Fees payable in accordance with this Agreement which has been emailed to your nominated Accounts Payable email.

Permanent Placement: where you employ the Candidate in a permanent position.

Placement: means, as applicable, an Agency Day to Day, Contract, Permanent or Temporary Placement of a Candidate.

Placement Confirmation: confirms the details of each individual Placement with this Agreement underpinning each placement. For Agency Day to Day, shifts are confirmed either via phone or email.

Related Entity: any entity related to your organisation who would have the same rights and obligations under this Agreement.

Relevant Jurisdiction: the jurisdiction(s) (both Federal and State) in which the relevant Candidate is supplied by cmr to you.

Remuneration: the combined package for a Permanent Placement or Contract Placement, which includes base salary, superannuation, bonuses, commissions, allowances, and any other payments.

Temporary Placement: a Temporary Candidate supplied to you.

Temporary Candidate: Labour Hire worker employed casually by us, who may be referred to as a Locum.

Acceptance

This Agreement is considered accepted upon either:

- a) accepting Candidate details from us; or
- b) by interviewing a Candidate introduced to you by cmr, at your request; or
- c) commencement of a Placement at any of your sites; or
- d) by passing to any other person or organisation details of a candidate introduced to you by us.

Variations to this Agreement may only be by written agreement between authorised representatives of each party.

Quality Assurance

We hold Quality and professional conduct in high regard, and always exercise reasonable care and due diligence in recommending Candidates. We are ISO 9001:2015 certified and a member of RCSA – Recruitment Consulting & Staffing Association, Australia and New Zealand.

For each Agency Day to Day or Temporary Placement, we will comply with labour hire industry legislation relevant to each Jurisdiction, the *Fair Work Act 2009 (Cth)* and any legislation relevant to the employment of workers, including but not limited to the requirements of any industrial instrument which applies to us and other applicable laws. For all Contract Placements and Permanent Placements, compliance with employment laws will be your sole responsibility as the Candidate's employer.

Working With Us

To enable us to effectively source the best candidates for your team, organisation, and community, we need to understand the: role requirements and duration; ideal Candidate; location and your recruitment process. We may complete a credit check on your business, if your business structure is defined by the Corporations Act or if you are a sole trader.

We will only present Candidates who have granted us exclusive permission to present them to you. We will make every effort to ensure Candidates introduced to you have the necessary qualifications, registrations, skills, experience, and training to perform the work required by you. We ask that once we present a Candidate, you do not contact the Candidate directly, without our prior knowledge, as this can hinder the recruitment outcome. The final decision to employ or engage a Candidate, rests with you alone.

Placement Confirmation

On confirming your acceptance of a Candidate for contract, Temporary or Permanent Placements, we will provide you with a detailed Placement Confirmation. The terms of the Placement Confirmation form part of this Agreement. The Placement Confirmation may be accepted once signed by an authorised representative from your organisation, approved over email, or upon the Candidate commencing their Placement with you or a related entity. Agency Day to Day shifts will be confirmed with you either via email or phone.

Placement Fees

Our fees for Contract and Permanent Placements are detailed in the Fee Schedule. Our Agency Day to Day and Temporary Placement fees are based on an hourly charge rate as agreed between you and us and the number of hours a candidate works each week, as indicated on their timesheet, or any minimum shift hours provided for in the relevant award or industrial instrument, whichever is the greater. This charge rate will include allowance for any statutory charges paid by us and where applicable in accordance with the terms of a modern award, enterprise agreement or any other industrial or legislative requirement. A minimum charge of four (4) hours per day will apply to each Agency Day to Day or Temporary Placement.

For each Temporary Candidate, the relevant Placement Confirmation will determine the charge rate as agreed. In the event the hourly charge rate is to be amended or there is a legislated increase in the labour cost component of the hourly charge rate, we will confirm this in an amended Placement Confirmation or via email.

All Agency Day to Day, Temporary and Contract Placements will automatically end at the expiry of their term as specified on the Placement Confirmation, unless an extension is agreed between both parties, or the Placement is ended prior. If you re-engage a Candidate who we placed with you, within 12 months of the last date of their placement, or if a Candidate we introduced to you accepts work with you within 12 months of that introduction, then a full fee is payable as per the Fee Schedule.

Placement Guarantee

Permanent or Contract Placements
The Placement Guarantee period is applicable for all Permanent Placements, and Contract Placements (details can be found in the Fee Schedule). There is no Placement guarantee provided where a Candidate is re-engaged, or where a Candidate who has been placed into an Agency Day to Day, Temporary or Contract Placement accepts a subsequent Permanent Placement.

The Placement Guarantee is applicable if:

- You have settled your invoice within the agreed payment terms;
- You have notified us immediately of any concerns relating to the Candidate and provided us with sufficient information to attempt to resolve the matter;
- You notify us promptly of any Placement termination, providing the termination is for reasons other than retrenchment, change of job description or working conditions;
- You have met your employer obligations for the Candidate;
- The Candidate has not left the Placement due to any concerns relating to workplace health and safety (WHS).

If the conditions, ability to achieve KPIs, and remuneration are significantly different to what was agreed prior to commencement of the relevant Placement, then the Placement Guarantee is not applicable. We reserve the right to make this decision at our discretion.

Agency Day to Day and Temporary Placements

For Agency Day to Day, if the Temporary Candidate does not complete the shift due to performance or not meeting the shift requirements, we will provide a credit for four (4) hours, provided we are notified in writing within the first two (2) hours of the shift starting. For Temporary Placements of less than one month, if the Temporary Candidate does not complete the first four hours of work, providing there are no WHS issues or that the job description has not changed, we will replace the Temporary Candidate at no charge for the first four hours. For Temporary Placements of one month or more, if the Temporary Candidate does not complete the first day of work, providing there are no WHS issues or that the job description has not changed, we will replace the Temporary Candidate at no charge for the first eight (8) hours. For the Temporary Guarantee to apply, we must receive written notification within 36 hours of the start date and time.

Should you, or any subsidiary, associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 12 months from the date of termination, a full fee in accordance with the Placement Fees clause.

Placement Cancellations

Where a Placement is cancelled by you, after the Placement Confirmation has been signed by either the Candidate or you, you agree to that a recruitment fee will apply. This fee is outlined in the Fee Schedule.

Where the Placement is cancelled within one (1) week of the Placement start date, should either the Candidate or cmr incur costs for travel to the work site location prior

to the Placement being cancelled, you agree to cover these costs upon receipt of a tax invoice.

If a shift is cancelled upon a Temporary Candidates arrival or 2 hours or less from shift start time, a cancellation fee, as set out in the Fee schedule will be charged, at the rate applied if the shift had been worked.

Placement Concerns and Terminations

As part of our service delivery, we will contact both you and the Candidate throughout the Placement to ensure the placement is progressing well. We always encourage your feedback and invite you to raise any concerns. Where concerns are raised, we will communicate with the Candidate to rectify any issues, to ensure both parties are fairly represented.

Permanent or Contract Placements

If you wish to terminate a Permanent or Contract Placement, we ask that you please confirm this to us on email in accordance with the Termination clause set out in this Terms of Business. To assist our continued delivery of quality services, we will seek feedback from both you and the Candidate.

Agency Day to Day & Temporary Placements

To allow us the chance to resolve any concerns, we ask that you contact us as soon as possible when:

- You have concerns about a Temporary Candidate's performance;
- A Temporary Candidate makes a complaint or directly raises issues with you;
- You wish to end the placement of a Temporary Candidate.

By directing us to end a Placement you are withdrawing your approval for a Temporary Candidate to enter the workplace and/or perform work on the Placement. You must pay

the hourly charge up to the end of the Placement including any notice period and indemnify us for any Loss we suffer or incur due to any act or omission of you or your staff or personnel regarding the ending of a Placement.

If the matter relates to the clinical performance of a Temporary Candidate, you will need to provide us with sufficient information so we can determine if this is to be reported to the relevant health regulator.

We will notify you as soon as we become aware of any circumstances which may likely lead to a Temporary Placement ending. As their employer, we are required to notify the Temporary Candidate if you wish to end their Placement. However, you may end a Temporary Placement immediately in the case of gross negligence by a Candidate or where the Candidate has been found to have engaged in serious misconduct as identified by a formal investigation (as defined under the *Fair Work Act 2009 (Cth)*).

Temporary Candidates

Supervision

You control the manner and place in which the Temporary Candidate shall carry out their duties as assigned by you. It is expected that you will nominate a supervisor for the candidate who is responsible for supervision and timesheet approvals. You must provide adequate supervision and information to the Temporary Candidate to ensure the necessary standard of work during the placement. You agree that a Temporary Candidate is your responsibility, as if the Temporary Candidate was a member of your own staff and you agree to comply with all statutes, laws, and other legal requirements in relation to the engagement of the Temporary Candidate.

Timesheets

Payments are made to the Temporary Candidate based on the approved timesheet. You must approve all weekly timesheets for Temporary Placements, including electronically via Mycmr portal, before the nominated deadline or at the end of each shift for Agency Day to Day Placements. All approved timesheets are acceptance that the Temporary Candidate has worked satisfactorily for the hours worked as indicated on the timesheet, including all overtime and allowances. If you approve a timesheet in error, you are unable to request changes to this timesheet once the Candidate has been paid unless the error will result in the Candidate being underpaid. Failure to approve a timesheet does not alter your liability to pay for hours worked.

Payroll

Temporary Candidates are paid on a weekly basis on receipt of an approved timesheet. Temporary payroll represents all hours worked from Monday to Sunday. Time is of the essence regarding the prompt approval of timesheets. You agree to reimburse any cost, fee or penalty incurred resulting from your failure to promptly confirm and approve a Temporary Candidate's timesheet.

Workplace Health and Safety (WHS)

We will provide each Temporary Candidate with our WHS Induction. We will consult, co-operate and co-ordinate activities with you regarding the health and safety of Temporary Candidates in accordance with relevant WHS laws and obligations. Before a Placement commences you are required to, in consultation with cmr, identify the work the Temporary Candidate is expected to undertake.

As part of your WHS obligations, you are required to:

- Provide a safe working environment compliant with statutory requirements and a site specific WHS induction;

- Have appropriate WHS accident/incident/management reporting and investigation procedures;
- Consult, cooperate and coordinate with us to ensure that you are taking all reasonably practicable steps to ensure the health and safety of a Temporary Candidate, prior to their commencement;
- Inform us of any known risks to health and safety and steps you have taken to prevent or correct the risk;
- Advise us as soon as practicably possible about any WHS issues, accidents or incidents involving a Temporary Candidate placed with you during the term of their placement;
- Consult with Candidates regarding workplace health and safety matters as per your applicable State workplace health and safety legislation.
- Provide the contact details of your WHS Manager/point of contact.

Under no circumstances is the Temporary Candidate to perform work outside of the scope of work as agreed with cmr, without obtaining written approval from cmr.

A Temporary Candidate may refuse work if in their reasonable opinion the working environment, or accommodation provided by you during the placement, is or has become unsafe for any reason.

Insurances

We will hold and maintain the following insurances:

- Workers' Compensation Insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*
- Public Liability & Product Liability Insurance
- Professional Indemnity Insurance

You agree that in the event you provide our Temporary Candidate with the use of a motor vehicle while on placement with you, you assure us the vehicle is:

- Registered for Commercial use in the name of your business/organisation
- Comprehensively insured including 3rd party injury as a minimum
- Safe and roadworthy

You agree you can provide evidence should we request documentation for our workplace health and safety requirements. You also agree to ensure you advise cmr of any requirement for a Candidate to operate a motor vehicle prior to the Placement commencing, so that we may confirm adequate licencing to operate the vehicle, in addition to you confirming, to your satisfaction, that the Candidate holds the appropriate licence to operate the vehicle.

Indemnity

You agree to indemnify us from and against all loss, cost or expense we may be put to resulting from your failure to comply with your obligations in accordance with this Temporary Candidates clause, and the Placements Concerns & Terminations clauses. While the Temporary Candidate is under your control, supervision and direction on Placement with you, we will have no liability for any loss, claim, fine, penalty, expense, damage, liability or delay ('Loss') suffered by you or a third party arising out of or in connection with a Temporary Candidate irrespective of how it may be caused or arise, except to the extent that any negligent act or omission of cmr, contributed to the relevant liability.

Invoices

The Fee for all Permanent and Contract Placements will be invoiced on commencement of the Placement, as specified on the Placement Confirmation. All amounts payable under or in connection with this agreement are exclusive of GST.

You will be invoiced weekly for all Agency Day to Day and Temporary

Placements. The invoice is calculated using the charge rate agreed on the Fee Schedule or Placement Confirmation and the hours submitted on the approved timesheet. The Award that applies to each Temporary Placement will be specified in the Placement Confirmation. If the Temporary Candidate is asked to work outside the hours specified on the Placement Confirmation, then the Fees will be invoiced according to the applicable Award rate as necessary.

Invoices are emailed to the Accounts Payable email address you provide. If you provide an Accounts Payable email address in the name of an individual, you confirm there will be no delay in the invoice being actioned for payment.

Payment Terms

Payment Terms are outlined in the Fee Schedule. Payment must be received by the due date to be eligible for the Placement Guarantee.

Invoices which remain unpaid 30 days after the agreed payment date, will be sent to our debt collector. You will indemnify us for any costs (including legal costs on a solicitor and client basis or debt collector's fees) we incur in taking any lawful steps to obtain payment of any overdue Invoice.

Suspension of Services

We can end an Agency Day to Day or Temporary Placement or suspend the provision of the Services without incurring any liability to you for reasons which include but are not limited to, any breach of this agreement, or your failure to pay Invoices owing to us.

Confidentiality

This agreement is confidential. Each party agrees to keep all information

obtained by it in relation to the business affairs of the other party strictly confidential and shall not disclose any such information to a third party without the express written permission of the other unless required by law.

Privacy

Both parties agree to comply with the Privacy Act 1988 (Cth) as amended. cmr will comply with its Privacy Policy, as set out on our website and adjusted from time to time.

Dispute Resolution

If a dispute arises, the parties must use their best endeavours to resolve the dispute by agreement within 14 days of the dispute notification. If the parties cannot resolve the dispute, then either party may refer the matter to mediation. If the dispute is not resolved within 21 days of a mediator being appointed, then either party may commence court, tribunal or arbitral proceedings in respect of the dispute.

General Matters

Variation

Any variation to the Agreement, including the Fees, Terms of Business or Placement Confirmation must be in writing and agreed by both parties, except in so far as these Terms of Business expressly permit one party to vary the Agreement unilaterally.

Waiver

If we do not take action to enforce our rights or require strict or prompt compliance with your obligations under this Agreement this will not affect or in any way limit our rights to exercise remedies we may have.

Limitation of Liability

We make no guarantees about the validity of a Candidate's skills or

attributes to perform the role, and do not accept any liability for any loss, expense, damage, or delay arising in connection with the Candidate irrespective of how it may be caused. We take no responsibility or liability for any actions taken by the Candidate whilst at the Placement, and you agree to indemnify us for any claims against cmr arising from the conduct of the Candidate.

Neither party will, other than for fraud or wilful default by that party, be liable for any claim by the other party for loss of profit or revenue, loss of opportunity, economic, special, or indirect loss. Our liability for any breach of this Agreement will be strictly limited to the Fees paid by you under this Agreement.

Jurisdiction

This Agreement is governed by and will take effect in accordance with the laws in force in the state of Queensland.

Force Majeure

If a party is prevented in whole or in part from carrying out its obligations under this Agreement (other than an obligation to pay money) because of Force Majeure, it must promptly notify the other party accordingly. Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from a Force Majeure event, provided that the affected party resumes performance of its obligations as soon as reasonably possible.

Entire Agreement

This Agreement which includes the Fee Schedule, Terms of Business, and/or Placement Confirmation/s represent the entire agreement between you and us.

Special Conditions and Inconsistencies

To the extent of any inconsistency between these Terms of Business and the Fee Schedule, the Fee Schedule will prevail, including

any Special Conditions included in the Fee Schedule which vary these Terms of Business.

Termination

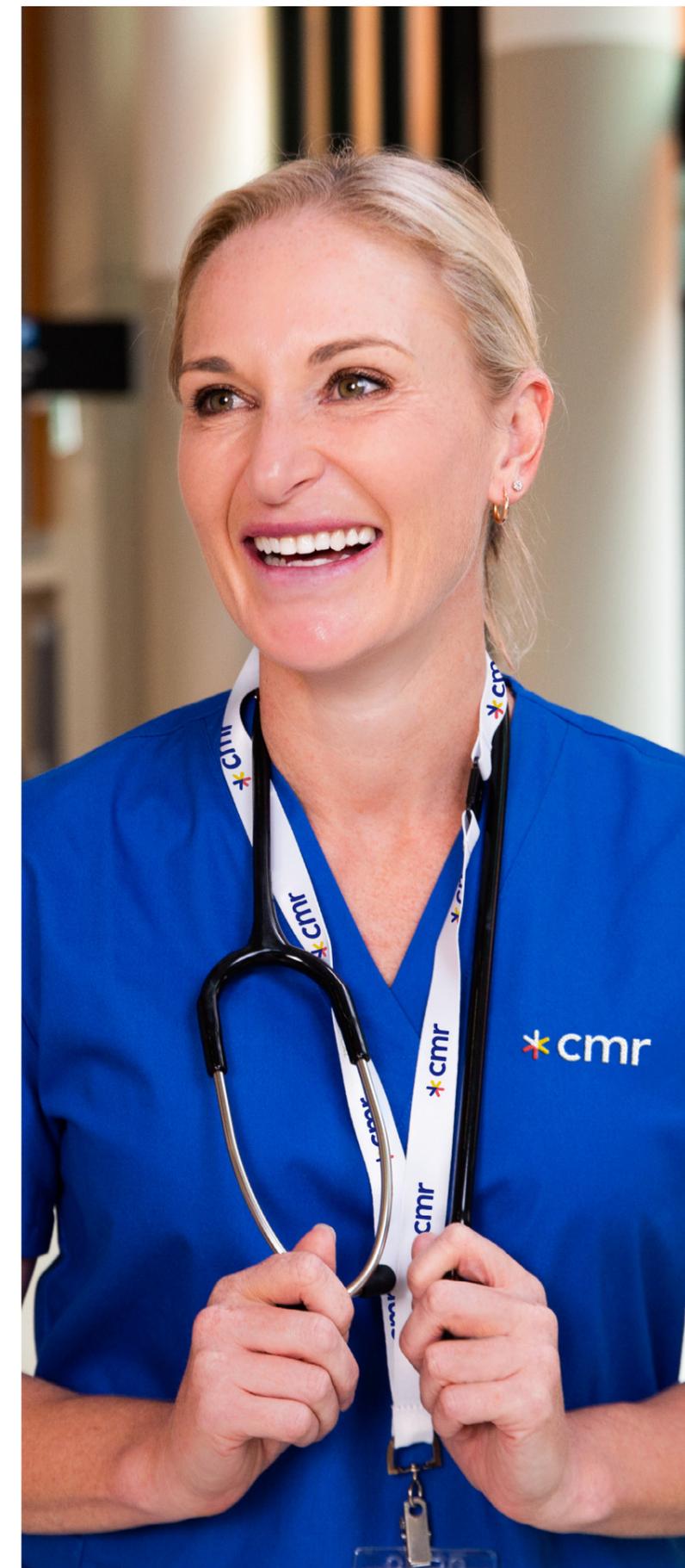
Either party can terminate this Agreement without grounds by giving notice in writing and providing ten (10) business days' notice. Termination of this Agreement does not affect any accrued rights or remedies of either party arising prior to the date of Termination, including but not limited to our right to recover the Fees for performance of the Services, whether those Fees have been invoiced prior to the date of Termination or not.

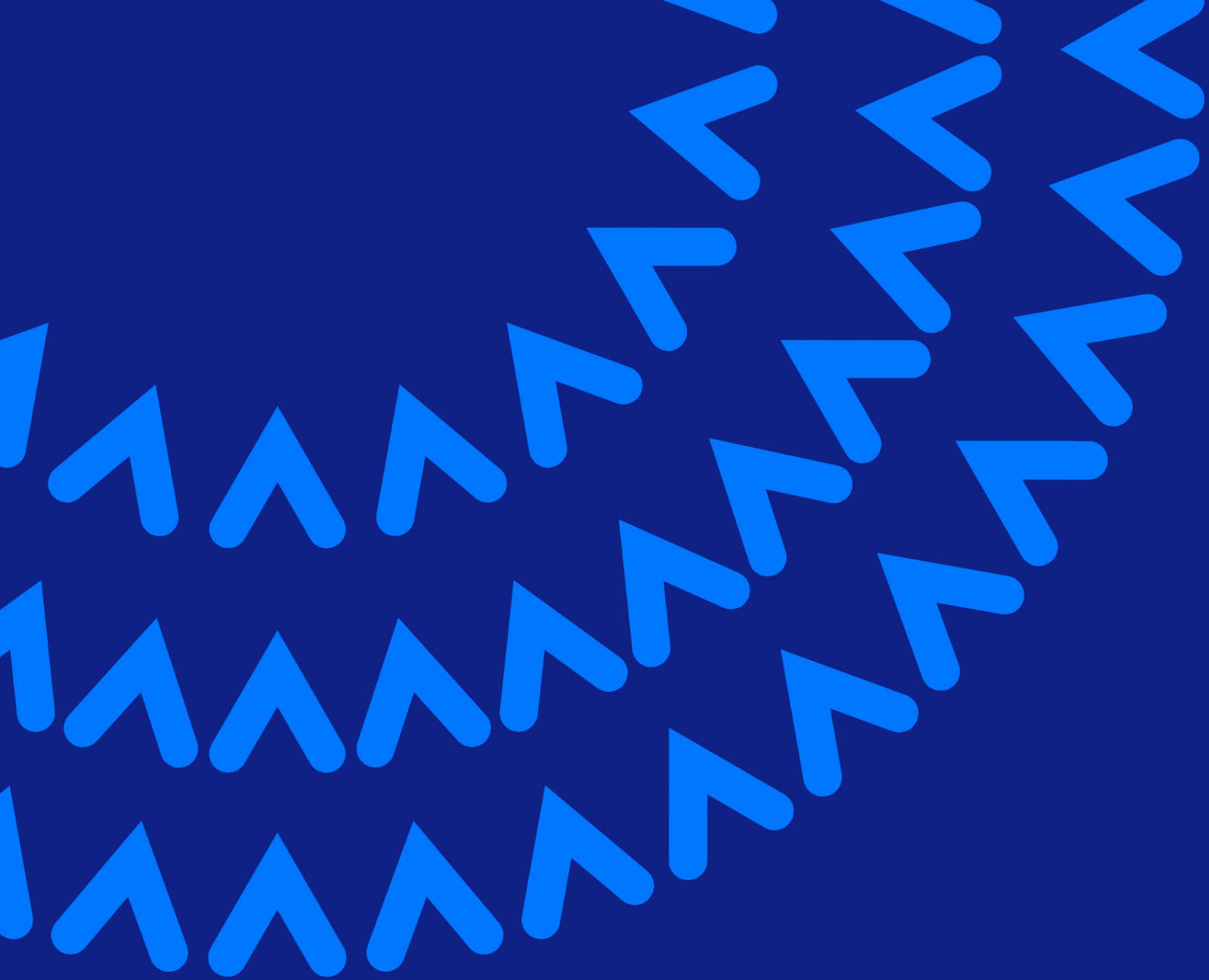
We may terminate this Agreement if full payment is overdue by more than 30 days.

GST

All amounts payable under or in connection with this agreement are exclusive of GST. A recipient of a taxable supply under or in connection with this Agreement must pay to the supplier in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply (GST Amount). The recipient must pay the GST amount to the supplier when the GST exclusive consideration or part of it is provided, except that the recipient need not pay the GST amount unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.

Where a supplier incurs a cost or expense for which it may claim payment, reimbursement or indemnity from another party under or in connection with this Agreement, the amount to be paid or credited to the supplier is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient as calculated in this clause.





Let's Chat!

If there's anything you want to know more about that isn't covered here, don't hesitate to pick up the phone for a chat.

P 1300 267 300
F 61 (07) 3319 6648
E info@cmr.com.au
cmr.com.au

Head office
Level 3
100 Brookes Street
Fortitude Valley

PO Box Address
PO Box 596
Fortitude Valley
QLD 4006

Follow us

V4.0 | 11/2025

