

Hey Heath Recruitment: Terms of Business

Hey Heath Recruitment Pty Ltd (ABN 15 703 428 586, ACN 703 428 586)

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1. Definitions

- **We, us, our:** Hey Heath Recruitment Pty Ltd.
- **You, your:** the business that asks us to find a candidate, and its related bodies corporate (as defined in the Corporations Act 2001).
- **Candidate:** a person we introduce to you.
- **Introduction:** we introduce a candidate when we give you any information that lets you identify, contact or assess them. That includes a CV, a profile (named or anonymous), a name or an interview, by any means. The introduction date is the first time we do any of these.
- **Placement:** you or any related body corporate engages a candidate in any capacity: permanent, fixed term, part time, contract, temporary, casual or as a consultant, whether directly or through another agency or third party.
- **Base salary:** the candidate's guaranteed annual base salary, excluding superannuation, bonuses, commission and allowances. For part-time roles it is the actual annual base salary. For non-salaried engagements it is the full-time equivalent annual remuneration.

2. Our fee

2.1 Our fee is **15% of the candidate's first-year base salary, plus GST**. No fee is charged on superannuation.

2.2 This notice of our fee is given before we provide any services, as required by the Private Employment Agents (Code of Conduct) Regulation 2026 (Qld).

2.3 We never charge candidates.

3. When the fee is payable

3.1 The fee is earned when a candidate accepts an offer of a placement.

3.2 We invoice on the candidate's start date. Payment is due within **14 days of the invoice date**.

3.3 If the candidate is placed in a different role from the one we introduced them for, or at a different salary, the fee is based on the role and base salary they actually start on.

4. Introductions and direct hiring

4.1 The fee is payable in full if, within **12 months of the introduction date**, you make a placement of a candidate we introduced, in any role, however the placement comes about. This includes where:

- (a) you contact or hire the candidate directly, without us;
- (b) the candidate is placed through another recruitment agency or third party;

- (c) the candidate is engaged as a contractor, temp, casual or consultant;
- (d) a related body corporate engages the candidate.

4.2 If you pass a candidate's details to another business, and that business makes a placement of the candidate within 12 months, you must pay the fee as if you had made the placement.

4.3 You must tell us within 7 days if you, or any related body corporate, make a placement of a candidate we introduced, or receive the candidate's details from another source within 12 months of our introduction.

4.4 Our records of introductions (emails and our register of introductions) are evidence of the introduction date and its content.

5. Late payment and recovery

5.1 Overdue amounts attract interest at **10% per year**, calculated daily from the due date until paid.

5.2 You must pay our reasonable costs of recovering overdue amounts, including debt collection and legal costs.

6. Replacement guarantee

6.1 If a placed candidate leaves, or you end their employment, within **3 months of their start date**, we will find a replacement at no further fee, provided:

- (a) our invoice was paid in full by its due date;
- (b) you notify us in writing within 7 days of the candidate's last day;
- (c) the departure was not due to redundancy, a restructure, a material change to the role or pay, or a breach of the candidate's employment terms by you.

6.2 One replacement per placement, for the same role. The guarantee is not a refund.

7. Withdrawn offers

7.1 If you withdraw an offer after the candidate has accepted it, **50% of the fee** is payable.

7.2 If the candidate withdraws after accepting, no fee is payable.

8. Your responsibilities

8.1 You make all hiring decisions. We assess and interview candidates before introducing them, but you are responsible for satisfying yourself of a candidate's suitability, including references, qualifications and any checks you require.

8.2 You are responsible, as the employer, for confirming the candidate's right to work in Australia before they start.

8.3 You must give us accurate information about the role, its pay and conditions, and must not ask us to select candidates on grounds that are unlawful under anti-discrimination law.

9. Confidentiality and privacy

9.1 Candidate information is confidential. You may use it only to consider the candidate for the role, and must not pass it on to anyone else.

9.2 We handle personal information in line with our privacy policy at heyheathrecruitment.com.au/privacy.

10. Liability

10.1 To the extent the law allows, our total liability to you for anything arising from our services is limited to the fee paid to us for the placement concerned.

10.2 Nothing in these terms excludes rights you have under the Australian Consumer Law that cannot be excluded.

11. General

11.1 These terms apply to every role you ask us to work on and every candidate we introduce, and take priority over any other terms unless we both agree otherwise in writing.

11.2 We may update these terms by giving you notice. Updated terms apply to introductions made after the notice.

11.3 These terms are governed by the laws of Queensland.

12. Acceptance

You accept these terms by replying to confirm, or by briefing us on a role, interviewing a candidate we introduce, or making a placement of one.