



PetroleumProfessions

PETROLEUM PROFESSIONS TERMS OF BUSINESS

Permanent Employment Placements

Executive and professional search assignments are formal recruitment assignments agreed to by The Client and Petroleum Professions.

Head Hunting is an undertaking demonstrated in alternative ways. Placement of Head hunted Candidates are subject to full recruitment fees.

Candidate Referrals are candidates who have been recommended/referred to the Client by Petroleum Professions. On successful Placement, they are subject to full recruitment fees.

Service Guarantee

1. Petroleum Professions will use all reasonable efforts to source appropriate candidates for you. We will:
 - Treat all information received from you as strictly confidential
 - Never forward you candidate details without the candidate's full knowledge and consent
 - Refrain from working with any candidate we have placed in the last two years unless the candidate has resigned from previous employment or we have the employer's express permission to work with that candidate

Recruitment Fees

2. Petroleum Professions Fee Scale is 17% of the full remuneration package. This will include superannuation, company car, flights and relocation expenses. This Fee Scale will be accompanied by a guarantee period. In accordance with the relevant legislation, Petroleum Professions Placement Services shall carry a Goods and Services Tax (GST) at the prevailing rate.
3. Any decision made by you to employ candidates introduced or referred by Petroleum Professions must be based on your own enquiries and judgement. Petroleum Professions makes no warranties as to the suitability of candidates.
4. You are responsible for obtaining any necessary work or other permits, references, medical examinations, verification of qualifications, and criminal conviction checks as required by law.

Conditions

5. By interviewing a candidate introduced by Petroleum Professions, you are deemed to have accepted our Fee Scale and Terms of Business. You further agree to treat all information provided about candidates in accordance with privacy principles as set out in the Privacy Act 1988 and its amendments.
6. We will not discriminate on your behalf on any basis, including gender, sexual preference, ethnic origin, religious or union affiliation.
7. Advertising and other candidate sourcing costs will be discussed prior to the acceptance of each assignment. No cost will be borne by you without your prior consent.
8. A fee is payable when an applicant sourced by you takes up a position where Petroleum Professions has completed its recruitment work to short-list presentation stage.
9. Should your hiring decision be deferred, our recruitment fee is payable if any candidate referred by Petroleum Professions is employed by you in any position in the ensuing 12 months.
10. All information regarding candidates must be treated as confidential and must not be disclosed to any third party.
11. We shall advise all candidates of their applications' success. Any formal job offer made to the successful candidate must be made by the employer and not Petroleum Professions.
12. A placement fee is payable should you choose to employ a Petroleum Professions staff member within a twelve month period of having completed an assignment for you or a company associated with your business.



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Payment

13. A recruitment fee is due and payable if an offer of employment is made to a candidate that has been introduced to you by Petroleum Professions:
 - Within 12 months of the introduction to you or a company associated with your business; and/or
 - If you make an offer and subsequently withdraw the offer after candidate acceptance of the offer.
 - The Company's invoice is payable within thirty (30) days of the invoice date.
14. Petroleum Professions reserves the right to charge market rate interest on overdue accounts.
15. Payment of the recruitment fee within 30 days of offer shall validate Petroleum Professions' replacement guarantee.

Replacement Guarantee

16. In the unusual event of a candidate leaving your employ within 60 days of commencement for any reason other than retrenchment or structural redundancy then, providing the placement fee has been paid within the guarantee validation period of 30 days, Petroleum Professions will use its best endeavours to find a suitable replacement. If a suitable replacement is not found you may seek a 75% refund of fees.

Limitation of Recruitment Service Liability

17. To the extent permitted by law, Petroleum Professions' liability to you for damages in contract, tort or under any Statute or Regulation for breach of contract, negligence or breach of Statute or Regulation in the performance of, or incidental to, the supply of recruitment services shall be limited to the cost of the re-supply of the services and shall not extend to consequential or indirect loss or damage or punitive or exemplary damages.

Agreement

I agree to the terms and conditions contained in the Petroleum Professions Terms of Business for the Supply of Services Contract Staff and Staff Recruitment Agreement.

Company Name

Company Representative

Signed

Dated

On behalf of Petroleum Professions

Company Representative

Signed

Dated

These terms and conditions may not be amended without the authority of the Managing of Petroleum Professions or their authorised representative.