

DUNNE RECRUITMENT
T/A Dunne Global Trading PL
ABN 80 169 222 959
Phone 1300 883 396

1. USE OF SERVICE

When you contact us or send vacancy information through our website, we will contact you to discuss your role in more detail and accept your Listing, or to inform you if we are not able to accept the Listing for any reason.

Once we have taken payment you will receive an electronic invoice. This electronic invoice number is also your Listing Reference Number. We will then begin working on finding you the right candidate. To deliver our service to you, Dunne Recruitment may place your Listing on any website or on any other media controlled by us or by any third party with whom we have, or entered into, an agreement for the provision of services for the purpose of filling the Listing. You agree that:

- The Listing can be viewed by anyone with internet access throughout the world.
- Dunne Recruitment cannot guarantee a particular level of success to a Listing; and response rates vary from day to day and certain sectors or positions may attract higher levels of responses.

2. TERMS OF BUSINESS

These terms relate to the online recruitment service ("the Service") provided by Dunne Recruitment. Dunne Recruitment is acting as a recruitment agency. These terms constitute the contract between Dunne Recruitment and the Client. These terms can be accepted by ticking the box below and by making your payment. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Dunne Recruitment, these Terms prevail over any previous terms or purchase conditions put forward. No variation or alteration to these Terms will be valid unless the details of such variation are agreed between Dunne Recruitment (Director of Dunne Recruitment) and the Client and are set out in writing and stating the date on or after such varied terms shall apply.

3. YOUR RECRUITMENT

Your Vacancy Information must be submitted online. It must be legal, decent, honest and truthful and not infringe the rights of any third party. Any Listing that indicates, or can reasonably be understood as indicating, an intention to discriminate on grounds of sex, race, religion, disability or age will not be accepted unless it is exempted from the requirements of the Sex Discrimination Act 1994 (Cth) or the Racial Discrimination Act 1975 (Cth) or Disability Services Act 1986 (Cth) or the Disability Services Act 2006 (Qld) or the Age Discrimination Act 2004 (Cth) or any other applicable law(s). A statement must be made at the time the Listing is placed saying that of the exemptions in the above Act(s) or any other legislation is considered to apply. Vacancies will appear unbranded, and no active Client e-mail addresses or web links will be shown, due to third party restrictions. You agree Dunne Recruitment may

need to modify the Recruitment Webpage in order to optimise your Listing for job board searching and to attract Candidates.

The Recruitment Webpage remains the copyright of Dunne Recruitment. All rights in the Recruitment Webpage and any other information or guide sent to you belongs to Dunne Recruitment and you are not authorised to copy, reproduce or use this work without our prior written consent.

4. CANDIDATES

Dunne Recruitment will endeavour to source appropriate candidates based on the Vacancy Information provided by the Client.

Candidate information will be subject to any filtering and screening and then forwarded by Dunne Recruitment. Dunne Recruitment will use its best endeavours to confirm the Candidate is willing to be considered for the Vacancy. The Client is responsible for verifying the information contained in a Candidate CV and Application Webpage and Dunne Recruitment accepts no responsibility for the content of any such application.

The Client is responsible for confirming the Candidates eligibility to work in Australia. The Client accepts, following any Candidate contact:

- it shall be up to the Client and the Candidate to agree how to progress matters such as start date, working hours, wages, probation periods, shifts and other relevant employment conditions
- the Client shall act in good faith and in a business like and courteous manner
- the Client shall keep strictly confidential all confidential information disclosed by the Candidate and act in accordance with the National Privacy Act 1988 (Cth) and the National Privacy Principles.

5. FEES & PAYMENT

Payment conditions:

- A non-refundable deposit of a nominated amount is to be paid by the Client in advance through the company website.
- Once payment has been received by Dunne Recruitment, the Order is considered valid and the Service will commence.
- Deposits are payable on a per Vacancy Listing basis. No multiple listings will be accepted. If a subsequent Listing is required, a new listing must be created and a non-refundable deposit paid for in advance.
- All Fees are inclusive of GST.
- Clients are not eligible for any money back guarantee
- The Service will commence on your Listing for 4 weeks commencing on the date the deposit payment has been received by Dunne Recruitment.
- If a Client makes a second and/or subsequent hire from any of the shortlisted CVs supplied by the Service over and above the initial hire within 180 days of the CV being sent to the client, then an additional and corresponding hiring fee for the second and/or subsequent hire will become payable on 7 day terms.
- It is the Client's responsibility to inform Dunne Recruitment if more than one hire is made from a single

Vacancy Listing or credit and no later than 7 days of the new hire's start date.

6. GUARANTEE

We reserve the right to withdraw the guarantee if you:

- are unwilling to take our advice on changes that would assist in making a hire and filling the Listing
- are unresponsive to requests for information on Listing progress that would otherwise allow us to adjust the campaign throughout the 4 week period
- never had a genuine Listing to fill
- have not paid in accordance with the terms
- prevent us from working on or request we do not work on your Listing for the four (4) week period.

The Client shall, within 5 working days of Dunne Recruitment's request, provide the name and start date of the person(s) that will be hired so that Dunne Recruitment can verify the source of the successful person(s) to ascertain whether they were a Dunne Recruitment Candidate and the success or otherwise of the Service. Dunne Recruitment shall not use the successful person's name provided by the Client for any other purpose, other than to verify the source of the successful person, unless that person(s) provides Dunne Recruitment with consent (implied or otherwise) in accordance with the Privacy Act 1988 (Cth) and Privacy Principals.

If the Client does not provide the relevant person(s) name and start date relating to the relevant Listing within the specified time Dunne Recruitment will be entitled to, at its sole discretion, withhold any guarantee.

7. PLACEMENT GUARANTEE

Should your hire leave your employment within 3 months of the candidates start date, for any reason, your insurance entitles you to a further 1 month of recruitment service for the same role. The Placement Guarantee must be purchased before the candidate commencement date with your company.

Dunne Recruitment must be advised of the candidate's termination date within 1 week of the date of the candidate's termination. You must commence your insurance listing within 1 month of the date of the candidate's termination. Your Placement Guarantee listing must be used to fill the vacancy left by the terminated candidate. The candidate requirements must be identical or of a variance acceptable by Dunne Recruitment. You can activate your Placement Guarantee listing should the candidate be terminated for any reason, including:

- Termination of the candidate's employment based on poor performance, misconduct, redundancy or other.
- Termination of employment by the candidate.

8. CANCELLATIONS

You have the right to withdraw the Listing for any reason at any time. You acknowledge that the Internet and/or Dunne

Recruitment's systems, services and equipment may be inoperative in full or in part as a consequence of but not limited to, mechanical breakdown, maintenance, hardware or software upgrades, communication connectivity problems or other factors beyond the control of Dunne

Recruitment and you acknowledge that Dunne Recruitment will not be held liable for any failure or inability to provide continuous, error free, uninterrupted services under these circumstances.

9. LIABILITY

Our liability to you for breach of contract or negligence shall not exceed an amount equal to twice our fees for any Listing or series of Vacancies regarding the same matter placed by you with Dunne Recruitment. In no event will we be liable for any special, indirect, consequential or loss whatsoever or any loss of profit regardless of whether such losses are foreseeable and whether or not caused by our negligence arising out of or in connection with the use of the Service.

Nothing contained in these terms shall have effect so as to limit our liability for loss or damage arising out of personal injury or death or acts of fraud.

All and any interaction and communication between the Client and any Candidate and in connection with the Candidate's response to the Listing are the responsibility of the Client, and Dunne Recruitment accepts no liability in relation to this interaction and communication. The Client will indemnify Dunne Recruitment against any losses in connection with this interaction.

Having in mind the nature of the service, we are not able to verify any statements made by you that appear in your Recruitment Webpage or other collateral and accordingly you agree to indemnify us from all claims, costs and expenses (including legal expenses) resulting from your breach of these Terms.

While Dunne Recruitment endeavours to ensure that the information on its website is correct, Dunne Recruitment does not warrant the accuracy and completeness of that information. Dunne Recruitment may make changes to the material on this website at any time without notice. The material on the website may be out of date, and Dunne Recruitment makes no commitment to update such material.

Please note that you will be required to use caution, common sense and awareness as there are also risks of dealing with persons acting under false pretences.

10. TERMINATION

This Agreement may be terminated by Dunne Recruitment if:

- after providing written notice to the Client of breach of these Terms, such breaches are not rectified within 5 working days by the Client
- the Client fails to pay Dunne Recruitment on the due date any sums that may be due
- the Client makes any material misrepresentation
- the Client is using the service for any improper use or with the intention to damage the reputation of the services provided by Dunne Recruitment.

11. MARKETING

By using the Dunne Recruitment service you agree to your company name, representative details, vacancy information or trademarks owned by your company being used in the delivery of the Dunne Recruitment service and Dunne Recruitment marketing and advertising material pertaining to your Recruitment Listing or to the promotion of Dunne Recruitment services in public.

12. VIRUSES

Dunne Recruitment will take reasonable care not to transmit viruses or malware to you but it is your responsibility to protect your computers against viruses or malware.

Accordingly you agree that Dunne Recruitment will not be liable to you for any damage resulting from the transmission from us to your computer systems of viruses, or malware.

13. THIRD PARTY RIGHTS

A person who is not a party to this contract shall not have any rights under or in connection with it.

14. COMPLAINTS

Should you be dissatisfied with any aspect of the service raise this with your Recruitment Agent in the first instance and thereafter it can be escalated to the Director, if necessary.

15. EQUAL OPPORTUNITIES

Dunne Recruitment observes all laws and regulations relating to equal opportunity employment. Dunne Recruitment is committed to diversity and will promote diversity for all Clients and Candidates and will adhere to such a policy at all times. Dunne Recruitment will not accept instructions from Clients that indicate an intention to discriminate unlawfully.

16. GOVERNING LAW

These Terms are governed by the laws of Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of