



MARKET U Pty Ltd

CANDIDATE CONTRACT CONSENT AGREEMENT

Definitions

“Candidate” – You, the service provider.

“Client” – Party for which professional services are rendered.

Introduction

This agreement outlines the terms and conditions that govern the working relationship between Market U Pty Ltd and you the Candidate. From the time that you accept an introduction to a Client, arranged by Market U Pty Ltd, these terms and conditions will apply. Please contact us if you would like further clarification about any of the terms and conditions of this agreement. Please note:

- We can only refer your details to Clients after we have a signed copy of this agreement on file;
- You may still work with recruitment organisations independent of Market U Pty Ltd.

Your Name

Your Availability

If for any reason your availability changes we request that you inform us immediately. We assume availability unless otherwise notified.

Client Introduction

After we receive a signed copy of this agreement, Market U Pty Ltd will endeavour to introduce you to Client organisations. Candidates must not directly approach the Client after Market U has provided an initial introduction. All Client interviews are to be arranged by and through Market U.

Agreed Term

If you believe you cannot commit for the full duration of the agreed term of a role, you should advise Market U prior to acceptance of the role. Market U provides a guarantee to Clients that when a Candidate accepts a role, the Candidate will commit to perform the role for the full duration of the agreed term, unless there is a change in specification or suitability. If you have accepted a role and you believe the specification has changed, you should contact Market U before discussing with the Client.

Change in Role

Under their agreement with Market U, the Client may change the specification of an assignment at any time. Where the specification has changed or the responsibility of the role has increased, Market U Pty Ltd will endeavour to re-negotiate the terms of your assignment to ensure that your services are appropriately rewarded.

Restriction Period

For a period of twelve (12) months from completion of any assignment arranged through Market U Pty Ltd, you may not accept further assignments or a permanent position with that Client organisation, its subsidiaries or associated companies, unless the new assignment or placement is made through Market U Pty Ltd.

Liability

Market U will not accept any responsibility for any action brought upon you by any Client to which your services are contracted. Market U strongly advises you to obtain your own cover for Public Liability and Professional Indemnity insurances.

Business Relationship

Your business relationship in any assignment arranged through Market U, is with Market U and not with the Client to which services are contracted. Candidates must not discuss fees with the Client, its employees or others engaged on the assignment, at interview or during an assignment.

Financial Relationship

Your financial relationship in any assignment arranged through Market U, is with Market U as an independent casual contractor of Market U and not as an employee of Market U.

An hourly, daily, weekly, monthly or fixed fee will be negotiated with you by your Market U Consultant.

- For "Individuals", the total benefit is inclusive of holiday pay, holiday loading, public holiday pay, sick pay, long service leave and statutory superannuation. Statutory superannuation contributions will be paid into a complying superannuation fund; PAYG tax (or any other substitution) will be deducted at the appropriate rate.
- Enterprises are responsible to their nominated representatives for holiday pay, holiday loading, sick pay, public holiday pay, long service leave, workers compensation and statutory superannuation contributions.

GST

If you are an "enterprise" and registered for GST the rate paid to you will be your fee plus GST.

For enterprises registered for GST, Market U must receive a Tax Invoice that correlates to an authorised timesheet and no payment will be made by Market U until receipt of such.

Under PAYG, Sole Traders operating through a labour hire agreement will be treated as individuals. We will not need your ABN and no GST will be paid for your services. Statutory superannuation and PAYG will be deducted at the appropriate rates.

Payments

For reasons of security and efficiency, we use only the EFT method of payment. Payment is made subject to confirmation by the Client. In most cases confirmation will be in the form of a timesheet with an authorised signature as well as an invoice if you are an Enterprise. Payment is made by EFT on a fortnightly basis with payment advice posted on the following Wednesday. EFT is available for all banks, building societies and credit unions. Please note, however that credit unions need a six digit BSB number and may experience delays (of up to two days) in receiving funds.

Confidentiality

It is a condition of acceptance of any assignment that you agree not to divulge any learned information or trade secrets, or sighted documentation, to anyone outside of the Client organisation, without the express permission of the Client concerned. You acknowledge that no rights or claims to any intellectual or commercial property will be acquired by reason of any engagements through Market U. You must also agree to indemnify Market U against any action brought upon Market U by Clients in regard to these matters.

Copyright

You may be required during the course of any assignment through Market U to produce material which will be used by the Client organisation. Unless prior arrangements are made, the copyright and all other proprietary rights in any material produced by you during the course of the assignment will belong to the Client organisation. At the completion of any assignment with a Client organisation, you are not permitted to take such materials nor to reproduce such materials for anyone else.

Occupational Health and Safety

It is a condition of acceptance of any assignment that you agree to adhere to all Market U Occupational Health and Safety policies as well as the Occupational Health and Safety policies of Market U's client.

Plagiarism

Market U does not permit nor condone plagiarism or the unauthorised copying of the works of others. Any material you are asked to produce must be original work or based on source documents and precedents supplied by the Client organisation. You must not under any circumstances copy in whole or in part the work of any other person without express written permission to do so. If at any time during any assignment, you are unsure of your responsibilities, or the appropriate course of action Market U should be contacted.

Termination

Market U may terminate a Candidate's assignment at any time without notice in the event that:

- The Client for which the Candidate is providing services, cancels the contract assignment with Market U for any reason including unsatisfactory performance or conduct on the part of the Candidate. The Client shall be deemed to have cancelled the contract assignment with Market U, if it has requested the replacement of the Candidate; or
- The Candidate is convicted of an offence that is punishable by imprisonment; or
- The Candidate breaches any terms of this agreement.

No fee shall be payable to the Candidate beyond the date the termination takes effect.

Employment Status

Please answer the following questions to ensure the completeness of our records -

Are you (the Candidate) a permanent resident of Australia? Yes No

If not, are you legally entitled to work in Australia? Yes No

What is the expiry date of the work permit?/...../..... Permit Type

.....

(Please note that a Market U consultant must sight your original permit and a copy will be kept on file)



Declaration

Please select and complete the appropriate declaration:

Individual Declaration

I understand and accept the conditions set out above in this Candidate Consent Agreement and confirm that the information given by me to Market U Pty Ltd regarding my employment history and education is correct to the best of my knowledge in every detail. I permit Market U Pty Ltd to confidentially refer my details to suitable Client organisations with my prior agreement.

Your name Signed Date / /

Witness name Signed Date / /

OR

Enterprise Declaration

The conditions set out above this Candidate Consent Agreement are understood and accepted and the Enterprise confirms that information given by it to Market U Pty Ltd regarding the employment history and education of the nominated representative is correct in every detail. Market U is permitted to confidentially refer details of the nominated representative to suitable Client organisations with their prior agreement.

Your Name.....

Position.....

.....

On behalf of

Enterprise Name.....

ABN Number:.....

Signed Date / /

Witness Name Signed Date / /

Enterprises will need to forward the following documentation prior to commencement of the first assignment:

- 1. Copy of certificate of incorporation, partnership agreement or trust deed as appropriate
- 2. Your Australian Business Number (ABN)
- 3. Copy of Workers Compensation Policy