Recruit Shop Terms of Service

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1. Definitions

These words and phrases have these meanings in these Terms of Service unless the context requires otherwise:-

Application Webpage - The submission of a Candidate to the Client via a link to a webpage.
Candidate - A person who applies for a Recruit Shop listing on any job board site, Recruit Shop site or other online site or through any electronic communication.
Candidate Information - Means but is not limited to any communication regarding the Candidate, voice or video recording or a referee or any other information.
Candidate Search - Professional Service provided by Recruit Shop to assist Clients with their hiring.
Candidate Search Service - All fees paid before commencement of recruitment ($2,995 +GST)
Client - Any person, company or firm that agrees to use the Recruit Shop Service.
CV - The curriculum vitae or brief of a Candidate's education, training, skills and experience that is provided to Recruit Shop by a Candidate for distribution to Clients with a view to secure employment.
Fees - The per-hire fees payable by the Client that are specified in these Terms.
Recruitment Process - A guide recommending how best to achieve results from the service.
Recruitment Listing - A role within the Client's business that is being recruited for by Recruit Shop.
Recruitment Webpage - The online wording that Recruit Shop will use to attract Candidates to the Client's listing.
Service Promise - As detailed in clause 9.
Vacancy Information - Means, but is not limited to, any communication regarding the job vacancy the Client requires RS to recruit for.

2. Contract

These terms apply to the online recruitment service ("the Service") offered by Recruit Shop, which operates as a recruitment agency. By using Recruit Shop's services, the Client accepts these terms either by written agreement, providing job information, paying an invoice, conducting interviews or employing a candidate introduced by us.

This agreement represents the entire contract between Recruit Shop and the Client. Any amendments to these terms must be agreed upon in writing by a director of Recruit Shop and take effect from a date specified in that written agreement.

3. Candidate Search Service

If the Client contacts Recruit Shop regarding or sends Listing information for Recruit Shop's Candidate Search Service, Recruit Shop will contact the Client to discuss the role in more detail and accept the Listing, or to inform the Client if Recruit Shop are not able to accept the Listing for any reason. Once Recruit Shop have taken payment via credit card or electronic funds transfer, Recruit Shop will create the Recruitment Webpage. Recruit Shop will then:

- Actively search our database for Candidates
- Promote the Listing on affiliated websites
- Use relevant social networking to attract Candidates

In order for Recruit Shop to deliver the service to the Client, Recruit Shop can place the Client Listing on any website or on any other media controlled by Recruit Shop or by any third party with whom Recruit Shop have, or enter into, an agreement for the provision of services for the purpose of filling the Listing. The Client understands that:

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

3.1 Your Recruitment Listing

The Client Listing Information 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, 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.

Listings will appear unbranded (unless previously agreed), and no active Client e-mail addresses or web links will be shown, due to third-party restrictions. The Client agrees that Recruit Shop may need to modify the Recruitment Webpage in order to optimise the Listing for job board searching and to attract Candidates.

The Recruitment Webpage remains the copyright of Recruit Shop and should not be used for the Client's own marketing now or in the future. All rights in the Recruitment Webpage and any other information or guide sent to the Client belong to Recruit Shop, and the Client is not authorised to copy, reproduce or use this work without our prior written consent.

3.2 Candidates

Candidate information will be subject to any filtering and screening, and then forwarded by Recruit Shop via an emailed link to an Application Webpage. Recruit Shop will use its best endeavours to confirm the Candidate is willing to be considered for the listing.

The Client is responsible for verifying the information contained in a Candidate CV and Application Webpage, and Recruit Shop accepts no responsibility for the content of any such application. The Client is responsible for confirming the Candidate's eligibility to work in Australia.

The Client accepts, following any Candidate contact:

- It shall be up to the Client and the Candidate to agree on how to progress matters
- 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), National Privacy Act (2020) NZ and the National Privacy Principals.

3.3 Payment

For single vacancies, payment is made upfront against an invoice and accepted by credit card or Electronic Funds Transfer.

In the event that payment is not made on time, we will:

- Suspend all current and new Listings,
- Withhold candidate information, and remove Listings,
- Revoke eligibility for the Service Promise,
- Apply interest at 2% per annum above the ANZ base rate,
- Pass debt collection fees onto the Client if recovery services are used.

3.4. Service Fees

Australia		**New Zealand**		**Pre-Purchased Packages**		
1 Hire	Additional Hires	1 Hire	Additional Hires	2-4 Hires	5-9 Hires	10+ Hires
$2,995 +GST	$1495 +GST	$3,300 NZD	$1495 NZD	Save 10%	Save 15%	Save 20%

Listings remain live for four weeks from the date of payment. A fee is payable for each hire, and if multiple hires are made from a single listing or from previously submitted CVs within 180 days, additional fees will apply. The payment terms for the second and subsequent hires will be 7 days from the invoice. The Client must notify Recruit Shop within 7 days if multiple hires are made.

If candidates introduced by Recruit Shop are presented and hired through alternate channels, including the Client's own advertising or other recruitment services, the Recruit Shop fee still applies. If a candidate comes to the Client directly after seeing the Recruit Shop advertising, you must notify your Recruit Shop consultant, and this follows the same as above.

3.5. Candidate Search Service - Service Promise

If the Client is unable to achieve a hire from the Candidates provided by Recruit Shop after the 4 weeks of working on the Client's listing, Recruit Shop offers two options where the Client can receive either (a) an additional Month of service or (b) $1,000 back.

The Additional Month is to be used immediately or within 12 months from the end of the original recruitment Listing for the same or a different Listing. The Additional Month is valid for an additional 28-day period only and no subsequent Additional Month is applicable at the end of the second 28-day period.

Should the Client choose to receive the money back promise, Recruit Shop will issue a partial refund of your initial fee. The Client will receive $1,000 (less any discounts) via the same payment method used to make the original purchase. Please note that once the Client has chosen to claim either your Additional Month or $1,000 back, your decision is binding.

Recruit Shop reserves the right to withdraw the Service Promise if the Client's:

- 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 Recruit Shop to adjust the campaign throughout the 4 week period
- Disregard the recommendations contained in the "Recruitment Process" document
- Never had a genuine Listing to fill
- Have hired from the Recruit Shop service
- Have not paid in accordance with the terms
- Prevent Recruit Shop from working on or request Recruit Shop do not work on the Client's Listing for the four (4) week period.

If the Client requests the marketing be rewritten, gives no feedback on candidates or is unavailable through the first month of services, Recruit Shop will be entitled to, at its sole discretion, withhold any Service Promise. If the Client does not provide the relevant person(s) name and start date relating to the relevant Listing within the specified time Recruit Shop will be entitled to, at its sole discretion, withhold any Service Promise.

IMPORTANT: All Additional Months and redemptions of the $1,000 money-back service promise must be requested by the Client within 4 calendar weeks of the Listing expiry date via email to their Recruitment Consultant, clearly stating the invoice number and job title.

3.6. Candidate Search Service - Employee Guarantee

Should the Client's hire leave the employment within 3 or 6 months (dependent on the length of cover purchased by the Client) of the Candidate's start date, for any reason, the guarantee entitles the Client to a further 1 month of recruitment service for the same role. An employee guarantee must be purchased before the Candidate's commencement date with your company.

Recruit Shop must be advised of the Candidate's termination date within 1 week of the date of the Candidate's termination. Recruit Shop must commence the employee guarantee listing within 1 month of the date of the Candidate's termination. The Client's 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 to Recruit Shop.

The Client can activate the guarantee listing should the Candidate be terminated for any reason, including

- The Client terminates the Candidate's employment based on poor performance, misconduct, redundancy or other reasons.
- The Candidate terminates their employment.

3.7. Cancellations and interruptions

The Client has the right to withdraw the Listing for any reason at any time, in which case an Additional Month will be offered for a future listing to be used within 12 months.

The Client acknowledges that the Internet and/or Recruit Shop'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 Recruit Shop and you acknowledge that Recruit Shop will not be held liable for any failure or inability to provide continuous, error-free, uninterrupted services under these circumstances.

4. Termination

This Agreement may be terminated by Recruit Shop 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 Recruit Shop 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 Recruit Shop.

5. GST

All fees are exclusive of any Goods & Services Tax (GST) or other applicable sales tax. GST will be charged at the applicable rate in Australian Dollars. Services to international Clients, including New Zealand registered Clients, do not require payment of any GST.

6. Liability

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

Nothing contained in these terms shall have an effect so as to limit Recruit Shop's 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 Recruit Shop accepts no liability in relation to this interaction and communication. The Client will indemnify Recruit Shop against any losses in connection with this interaction

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

While Recruit Shop endeavours to ensure that the information on its website is correct, Recruit Shop does not warrant the accuracy and completeness of that information. Recruit Shop 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 Recruit Shop makes no commitment to update such material.

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

7. Marketing

By using Recruit Shop services, you consent to the Client company's name, contact details, Listing information or branding being used in Recruit Shop service delivery, advertising or promotion, unless otherwise requested.

8. Viruses

Recruit Shop will take reasonable care not to transmit viruses or malware to the Client, but it is your responsibility to protect your computers against viruses or malware. Accordingly, you agree that Recruit Shop will not be liable to the Client for any damage resulting from the transmission from Recruit Shop to the Client's computer systems of viruses or malware.

9. Third-Party Rights

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

10. Complaints

Should the Client be dissatisfied with any aspect of the service, raise this with your Recruitment Consultant in the first instance, and thereafter it can be escalated to the General Manager, if necessary.

11. Equal Opportunities & Diversity

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

12. Governing Law

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