



Deakon Pty Ltd.
Level 23 HWT Tower, 40 City Road
Southgate, Victoria 3006
Australia

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Website www.deakon.com.au

ABN # 52 367 906 730
ACN # 115 246 967

RECRUITMENT SERVICES AGREEMENT (myfirstsalesjob[®])

STEP 1

Fill in Your Company's General Contact Details

Company Name

Street Address

Suburb

State Post Code

Mailing Address

STEP 2

Provide a Central Contact Person for Administrative Purposes

Salutation Mr Ms Mrs Miss Other

Given Name(s)

Surname

Job Title

Telephone

Facsimile

Mobile

Email Address

Office Use Only

Date Received / / No. Roles Position Description(s) Attached

Location Melbourne Sydney Brisbane

Payment Approved

STEP 3

Provide a Detailed Position Description (PD)

Job Title

Company Overview

Skills & Experience
(preferred)

Communication Skills, Business Acumen, Time Management Skills, Computer Skills, Negotiation Skills, Presentation Skills, Product Knowledge, Selling Skills (Relevant), Customer Focused, Resilience, Persistence, Confident ... Yrs of Work Experience, Trade Background, Technical Background, Graduate ...

Job Benefits
(specific)

Individual / Group Bonuses, Child Care, Internet Access, Expense Account, Flexible Working Hours, Gym / Club Membership, Health Benefits, Home Office, Incentives / Sales Contests, Parking, Stock options / Tax Rebates, Training, Travel, Unpaid or Paid - Maternity / Paternity leave, Salary Sacrifice ...

Note: *If more than one Position Description (PD) is required, please make copies of this sheet and attach.*

Continued Overleaf

STEP 4**Provide Salary & Benefits Details**

Specify Amount ___ ___ ___ ___ pa

or Range ___ ___ ___ ___ Min. / ___ ___ ___ ___ Max. paStructure Base OTE Package (Options) Plus Negotiable Superannuation Included in Salary Package Additional to Salary Package Quoted Commission Plan Capped ___ ___ ___ ___ \$ Value (Optional) UnCapped *example: \$50 - 60K Base Plus UnCapped Commission***or***\$55K Neg. Pkg. Plus Commission + Super*Job Benefits Company Car **or** Car Allowance ___ ___ ___ ___ \$ Value (Optional)Laptop Mobile Phone *example: Includes \$15K Car Allowance, Laptop & Mobile Phone ...***STEP 5****Provide Location & Type of Position**

Specify Location ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

Type Full Time Part Time Contract Casual Temporary *example: Melbourne, Full Time*

STEP 6**Calculate Your Advertising Fees**

MyCareer (Online)	\$297.00	A	Recruitment Plus Ad (Enhanced)
SEEK (Online)	\$225.00	B	StandOut Ad
Other		C	
Option A + B + C			
Number of Positions		X	
Sub Total			
Add 10% GST		+	
 Total		Inc. GST	

NOTE: We highly recommend that employers advertise on both MyCareer & SEEK.

STEP 7**Select a Payment Method, Credit Card, Cheque or Invoice**

VISA <input type="checkbox"/>	MasterCard <input type="checkbox"/>	AMEX <input type="checkbox"/>
Cheque <input type="checkbox"/>		
Invoice <input type="checkbox"/>	Order Number <input style="width: 150px;" type="text"/>	EFT <input type="checkbox"/>

If paying by credit card, the following cardholder information is required:

Card Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Visa / MC AMEX
Cardholder Name	<input style="width: 100%; height: 20px;" type="text"/>					
Expiry Date	<input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/>					
Signature						

Office Use Only

Terms & Conditions (Part A - Recruitment Services)

1.0 Recruitment Services

"myfirstsalesjob ®" is a business trading name and trademark of Deakon Pty Ltd., Australian Company Number 115 246 967.

These terms and conditions are deemed to be accepted by a Client registering a vacancy with Deakon Pty Ltd. (hereinafter called "Deakon"), or as soon as a Client interviews or offers employment to a candidate, and can only be varied by an authorised representative of Deakon.

2.0 Fees and Charges

Fees apply to the assessment, placement and training (including 8 x 1/2 days of professional sales training) per candidate, at an upfront fee of \$12,865.00 Ex GST. The full fee will be charged and is payable for any candidate directly or indirectly introduced by Deakon and subsequently employed in any capacity whatsoever within 12 months of the date of introduction.

In the event that a candidate originally introduced by Deakon is subsequently appointed in response to a Client's advertisement or via an introduction by another organisation, then this does not nullify the original introduction by Deakon. The Client agrees to notify Deakon within one working day of an offer of employment being made to a candidate introduced directly or indirectly by Deakon.

A credit card surcharge of 2.5% applies for payments made by VISA or MasterCard and 3% for AMEX.

3.0 Payment Terms

No charge will be made unless an applicant introduced by Deakon joins or works for or on behalf of the client.

All fees become due on the date that the candidate commences employment with the Client. These terms apply regardless of whether the candidate fills the vacancy in respect of which he/she was introduced or another vacancy.

Payment shall be within seven (7) days of presentation of an invoice by Deakon to the Client. Deakon reserves the right to charge interest at the rate of 2% per calendar month on all amounts outstanding at the expiry of seven (7) days after the date of invoice.

4.0 Replacement Guarantee

In the event that the employment of the introduced candidate terminates other than by reason of redundancy within the first twelve (12) weeks from the commencement of employment, the Client is entitled to one (1) replacement candidate free of charge.

The replacement clause will become null and void if full payment of fees is received any later than seven (7) days after the date of invoice or if the termination of employment is not notified to Deakon in writing within seven (7) days. In the event that a replacement candidate is also terminated, any subsequent replacement will NOT be provided free of charge.

The replacement candidate is required to undertake ALL sales training modules offered to the original candidate, regardless of the number of modules the original candidate has already undertaken. The sales training program offered to the replacement candidate will be subject to the same conditions as the original candidate.

5.0 Sales Training

Inclusive of the fee is Deakon's 8 x 1/2 day sales training course entitled Fear – the Art of Selling ®. All eight modules of this sales training course can only be completed by the candidate introduced by Deakon and can only be undertaken once the candidate has commenced employment with the Client.

Within seven (7) days of the candidate commencing employment the Client is to enrol the candidate in Deakon's first available Melbourne sales training course. Enrolment of the candidate in a sales training course in capital cities other than Melbourne is subject to negotiation with Deakon.

In the event that a Candidate Enrolment Form is not received by Deakon within seven (7) days of the candidate commencing employment, and/or if the candidate is not enrolled in the first available sales training course, then Deakon reserves the right to nullify the replacement clause.

The Client agrees to make every reasonable effort to ensure that the candidate attends all eight modules of the sales training course for which the candidate has been enrolled. The Client is to notify Deakon of the candidate's inability to attend a module preferably at least 24 hours prior to the commencement of the scheduled module.

In the event that the candidate fails to attend more than one of the eight modules of the sales training course for which the candidate has been enrolled, then Deakon reserves the right to nullify the replacement clause.

A candidate whose employment with the Client has been terminated will not be permitted to either commence or complete the sales training course. Costs associated with travel, accommodation or subsistence for the candidate will be at the Client's expense.

6.0 Confidentiality

All information provided by Deakon concerning the candidate is confidential. If a Client passes on information regarding the candidate to another employer, who then employs the candidate, the employer to whom Deakon introduced the candidate shall be liable for our full assessment, placement and training fee as per section 2.0.

7.0 References

While Deakon conducts referee and background checks on its candidates, Deakon does not guarantee their past records or any information provided nor does it accept liability for misrepresentation concerning candidates introduced.

The Client shall be responsible for work and other permits, for the arrangements of medical examinations and / or investigations into the medical history of any applicant and for ensuring that the applicant satisfies any medical and other requirements or qualifications required by law.

Continued ...

8.0 Liability

The final decision to employ a candidate is the Client's alone and Deakon bears no responsibility for any loss, damage, or delays which may arise directly or indirectly from any act or omission of any candidate introduced to its clients or from any actions committed by its candidates either before employment is offered or once employment has commenced.

9.0 General

These Terms & Conditions are effective from 1st January 2013.

I agree to and accept the above Terms & Conditions in full:

Name

Job Title

Signature Date / /

STEP 8B

If You Agree To The Following, Please Sign To Show Your Acceptance

Terms & Conditions (Part B - Advertising)

1.0 Advertising

Deakon will be responsible for organising and managing the advertising as authorised by the Client and as detailed in the Advertising Schedule. Advertising above and beyond the scope of the Advertising Schedule will be subject to negotiation with Deakon.

2.0 Payment Terms

Advertising will be invoiced by Deakon separately and in addition to the above fees and charges.

Payment of advertising fees shall be within seven (7) days of presentation of an invoice by Deakon to the Client.

Deakon reserves the right to charge interest at the rate of 2% per calendar month on all amounts outstanding at the expiry of seven (7) days after the date of invoice.

3.0 The advertising schedule includes the following features:

- 'MyCareer' (Recruitment Plus) & 'SEEK' (StandOut) Ads run for 30 days on their respective websites
- Multiple 'search categories' for a broader search of candidates
- Automated refresh function on the 'MyCareer' website which places the ad at the top of the search results list once every 7 days for the life of the ad
- Unlimited text
- An 'enhanced listing' advertisement template with an eye catching design and the 'myfirstsalesjob®' logo
- NO commission added on to the advertising fees.

4.0 General

These Terms & Conditions are effective from 1st January 2013.

I agree to and accept the above Terms & Conditions in full:

Name

Job Title

Signature Date / /

STEP 9**Return Recruitment Services Agreement Form**

Fax

Fax your completed and signed form with your credit card details (only) to **03 9372 8355**.



Mail

Mail your completed and signed form with your credit card details to Deakon Pty Ltd. Level 23 HWT Tower, 40 City Road Southgate, Victoria 3006.

or

Mail your completed and signed form to Deakon Pty Ltd. Level 23 HWT Tower, 40 City Road Southgate, Victoria 3006 with a cheque made payable to Deakon Pty Ltd.



Email

Email your completed and signed form in PDF format with your credit card details (only) to **admin@myfirstsalesjob.com.au**



Invoice

Fax, Mail or Email your completed and signed form with the Invoice box ticked and "Order Number" clearly stated.

IMPORTANT

Once we receive your completed Recruitment Services Agreement form along with payment for the online Advertising, Deakon will prepare a draft Advertisement for your approval.

Once approved by the client, the Advertisement will be placed on the 'MyCareer' website.

If you have any questions, please feel free to contact us on **03 9674 7122**.

Thankyou for your valued business!

www.deakon.com.au