

Recruitment Services Terms & Conditions

1.0 Acceptance

“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

- 2.1 Fees apply to the assessment, placement and eight modules (4 days) of training of a candidate, at an upfront fee of \$12, 865 Ex GST.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 A credit card surcharge of 2.5% applies for payments made by VISA or MasterCard and 3% for AMEX

3.0 Payment Terms

- 3.1 No charge will be made unless a candidate introduced by Deakon joins or works for or on behalf of the client.
- 3.2 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.
- 3.3 Payment shall be within 7 days of the date that the candidate commences employment with the client.
- 3.4 Deakon reserves the right to charge interest at the rate of 2% per calendar month on all amounts outstanding at the expiry of 7 days after the date of the invoice.

4.0 Advertising

- 4.1 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.
- 4.2 Advertising will be invoiced by Deakon separately and in addition to the above fees and charges.
- 4.3 Payment of advertising fees shall be within 7 days of presentation of an invoice by Deakon to the Client.
- 4.4 Deakon reserves the right to charge interest at the rate of 2% per calendar month on all amounts outstanding at the expiry of 7 days after the date of the invoice.

5.0 Replacement Scheme

- 5.1 In the event that the employment of the introduced candidate terminates other than by reason of redundancy within the first twelve weeks from the commencement of employment, the Client is entitled to ONE replacement candidate free of charge.
- 5.2 The replacement clause will become null and void if full payment of fees is received any later than 7 days after the date of invoice or if the termination of employment is not notified to Deakon in writing within 7 days. In the event that a replacement candidate is also terminated, any subsequent replacement will NOT be provided free of charge.
- 5.3 The replacement candidate is required to undertake ALL 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.

6.0 Training

- 6.1 Inclusive of the fee is Deakon's eight module (4 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.
- 6.2 Within 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.
- 6.3 In the event that a Candidate Enrolment Form is not received by Deakon within 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.
- 6.4 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.
- 6.5 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.
- 6.6 A candidate whose employment with the Client has been terminated will not be permitted to either commence or complete the sales training course.
- 6.7 Costs associated with travel, accommodation or subsistence for the candidate will be at the Client's expense.

7.0 Confidentiality

- 7.1 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 fee.

8.0 References

- 8.1 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.
- 8.2 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.

9.0 Liability

- 9.1 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.

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