



## final5 Terms and Conditions

**Parties:** These terms are between Shortlist Solutions Pty. Ltd. (ABN 19 107 298 126) trading as final5 (**final5/we/us/our**) and the Client Employer (**you/your**) and specify the terms upon which final5 will provide services to you unless new Terms and Conditions are notified to you in writing.

**Acceptance of terms and conditions:** You will be taken to have accepted these Terms and Conditions once you have provided us with a job briefing via phone/fax/email or our website (**booking**).

**Payment Obligations:** You will be required to make the following payments:

- At the time of booking, a fee of \$1950 + GST will be invoiced including a \$350 + GST advertising fee. The advertising fee of \$350 + GST is payable regardless of shortlist outcome and is non refundable.
- A balance of \$1600 + GST is a shortlist fee which is payable within seven (7) days of shortlist acceptance as that term is defined below under "Provision of Shortlist", and will be itemized on the invoice.
- If multiple placements are made from the shortlist within 6 months of its acceptance by you, an additional \$1500 + GST per candidate will be invoiced and payable to us.
- The campaign extension fee (as defined below) of \$350 + GST is payable regardless of shortlist outcome and is non-refundable where it is applicable, i.e. if you cancel during each additional ten (10) day listing period after the extended period.
- The additional shortlist fee (as defined below) of up to \$1600 + GST (where applicable) is payable within seven (7) days of invoice.
- In the event of non payment of its fees, final5 reserves the right to pass on and collect any fees or charges incurred in the collection of the outstanding debt including any legal or collection agency costs.
- All invoices are payable within seven (7) days of their date.

**Add-on Services:** The following additional services are available at additional cost:

- final5 psychometric testing: \$150 + GST for a behavioral profile and \$100 + GST for all other assessments. Prices are per assessment and are payable on delivery to you of the test results.
- Skills testing: \$50 + GST per test. Packages are also available.
- Reference checking: \$100 + GST per reference.
- Print advertising and any other additional costs agreed to by you and incurred by final5 in the course of service delivery will be quoted and invoiced to you.

**Provision of Shortlist:** We will provide you with a shortlist of at least three (3) and up to five (5) candidates within ten (10) working days (where possible) from the Start Date as that term is defined below. The candidates provided to you will be the best candidates available for the vacancy from our databases, including those who responded to advertisements for the vacancy. The candidates in the shortlist will be those assessed by us as meeting the skills, knowledge and experience criteria specified by you in your vacancy registration form (**key criteria**). Selection of candidates will be based on our review of the skills, knowledge and experience presented by candidates in their individual resumes against the key criteria. final5 will not be responsible for any errors, omissions or deceptions that may be contained in the resumes submitted by candidates.

If after ten (10) working days a shortlist has not been provided to you and the campaign has not been cancelled by you, we will automatically extend the listing period for a further five (5) working days without notification to you (**extended time**) and without additional charge.

If the campaign has run for fifteen (15) working days, we will charge you an additional \$350 + GST **campaign extension fee**, for each additional ten (10) working day period, should you want to further extend the listing period.

**"Candidate acceptance"** is deemed to have occurred if any of the following occur:

- A candidate is contacted or interviewed by you either over the phone or face to face;
- You verbally or in writing advise us that a candidate from the shortlist meets the key criteria
- We have not heard from you regarding your acceptance of the candidate/s within two (2) working days (48 hours) from the delivery of the candidate/s to you.

**"Shortlist acceptance"** is deemed to occur if any of the following occur:

- The resumes of three (3) of the candidates from the shortlist meet the key criteria, regardless of whether any of those candidates ultimately accept an offer to fill the vacancy.
- We have delivered three (3) candidates and have not heard from you regarding your acceptance of the candidates from the shortlist within two (2) working days (48 hours) from the delivery of the shortlist to you.
- You employ or engage a candidate from the shortlist (regardless of the number of candidates on the shortlist)

If you think that the shortlist does not contain at least three (3) candidates that meet the key criteria, the onus is on you to explain to final5 why the candidates do not meet the key criteria. If final5 accepts your explanation, you then have the right to request replacement candidates or cancel the service in accordance with the cancellation clause below. final5 has the right, however, to ultimately determine if candidates meet the key criteria such that the shortlist fee is due and payable (to the extent permitted by law).

**Start Date:** The start date for the final5 service begins from the date we start advertising the vacancy, not the date of booking. Your final5 account manager will advise you of the Start Date.

**Your Obligations:**

- You agree that the key criteria are the criteria that will be used by you to determine whether a candidate is acceptable.
- You acknowledge that final5 reserves the right to charge an **additional shortlist fee** of up to \$1600 +GST if you alter the key criteria after the start date.
- You will make contact with the accepted candidates within two (2) working days of receiving the shortlist and inform final5 of which candidates have been accepted by you. final5 takes no responsibility for the availability of shortlisted candidates thereafter.
- You will notify final5 at the time of booking of any candidates that have previously been considered for the vacancy and rejected by you. Shortlisted candidates that have previously been rejected by you will be deemed to be an accepted candidate if they meet the key criteria and you failed to provide their name(s) to final5 at the time of booking. If you or a third party source candidates during the campaign and we also provide them to you on a final5 shortlist, they will be deemed an accepted final5 candidate.

**Cancellation:**

As work will commence immediately upon receipt of your booking, final5 reserves the right to charge the shortlist fee of \$1600 + GST despite any subsequent cancellation by you of the service within ten (10) working days of the start date, or within the extended time.

final5 may cancel the service anytime after the ten (10) working days from the Start Date if it has gained shortlist acceptance or it becomes apparent to final5 that it will be unable to provide you with a shortlist.

**Privacy:** You are required to respect and protect the privacy of the candidates at all times. final5 is not liable for any claim arising from your dealings with the candidate and the candidate's personal information. We will advise all candidates shortlisted for the vacancy of information that we or they may require to adequately assess their interest in and suitability for the vacancy. This may include information relating to your identity, the remuneration offered for the vacancy, the location of the vacancy and a description of your organization. This information may be provided to candidates, including those who then elect not to proceed with their application for the vacancy.

**Our Obligations and relationships with you regarding Anti-Discrimination Laws**

In deciding which candidates will be selected for the shortlist, we will not discriminate against a candidate on any of the following attributes: age, breastfeeding, carer or parental status, an irrelevant criminal record, impairment, gender identity, industrial activity, lawful sexual activity, marital status, physical features, political belief or activity, pregnancy, race, religious beliefs or activities, sex, sexual orientation or personal association with a person who is identified by any of the attributes listed in this paragraph. We remind you that to do so is unlawful, and you do not act as our agent in offering or refusing to offer any candidate employment.