

REFERRAL AGREEMENT – TERMS AND CONDITIONS



1. Recruitment of apprentices/trainees through APPRENTICESHIPS ARE US LIMITED is **FREE OF CHARGE** to our clients, subject to the Terms and Conditions below, and the Terms and Conditions contained in the current version of The Host Business Agreement.
2. A client, whether they are a current or previous Host Business, or not a Host Business, must not make an offer to employ, or employ directly, an apprentice/trainee that has been referred by APPRENTICESHIPS ARE US LIMITED.
3. It is the responsibility of the client to notify APPRENTICESHIPS ARE US LIMITED immediately if the candidate introduced by APPRENTICESHIPS ARE US LIMITED is offered an engagement with a client.
4. Once the client has offered to engage a candidate introduced by APPRENTICESHIPS ARE US LIMITED for any position within the client's organisation, even if the introduction is made indirectly, as an employee or in any other capacity within twelve months of the initial interview, the client agrees to pay APPRENTICESHIPS ARE US LIMITED in accordance with clause 7 below.
5. Introductions are confidential. If the client supplies personal information of a candidate that results in the employment of a candidate by any other division, related or associated company or firm, or any other employer or agency, the client will be liable to employ that person through APPRENTICESHIPS ARE US LIMITED, as if the candidate had been engaged by the client.
6. Whilst APPRENTICESHIPS ARE US LIMITED make every reasonable effort to ensure the suitability of candidates, we do not accept liability for any loss, expense, damage or delay arising in connection with a candidate irrespective of how they are caused.
7. Breach of any of the above Terms and Conditions, or for any other reason, the client employs the apprentice/trainee directly through their own organisation or other Group Training Organisation, the client agrees to pay APPRENTICESHIPS ARE US LIMITED the sum of \$5,000 plus GST per apprentice/trainee, or 15% of the Gross Annual Salary inclusive of Superannuation. Failure to pay the lesser amount within 7 days will automatically revert to the higher amount being charged. Failure to pay in any circumstances will result in recovery proceedings against the client. As part of recovery proceedings, the client may incur additional costs including, but not limited to, legal costs and interest calculated.
8. No variation can be made to these terms without the written consent of the Managing Director of APPRENTICESHIPS ARE US LIMITED.

Host Business Name:		
Host Business Trading Name:		
ABN:	Phone:	Email:
Host Business Address:		
Signature of Client:		Name of Client:

TRADE CREDIT REFERENCES

Please note the following:

1. A minimum of 3 references are required.
2. C.O.D. accounts do not qualify as trade references.
3. Repco and Bursons do not give trade references.

Business Name:	Phone:	Fax:
Business Name:	Phone:	Fax:
Business Name:	Phone:	Fax:

The Host Business agrees that APPRENTICESHIPS ARE US LIMITED may seek from referees provided above, or a credit-reporting agency, a report containing financial information about the Host Business for the purposes of assessing whether to accept the Host Business credit account with APPRENTICESHIPS ARE US LIMITED. The Host Business further agrees that APPRENTICESHIPS ARE US LIMITED may give to and seek from any credit providers that may be named in a credit report issued by a credit report agency, information about the Host Business credit arrangements. The Host Business understands that this information can include any information about the Host Business credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.

Signature of Client:	Name of Client:
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