

Please tick box

Metro Regions Requested:

- North Coast
- South Western Sydney
- Sydney.....
- Western Sydney
- Northern Sydney
- Relief Teaching in Country Areas (Short Term)

Please tick box

Available For:

- Public Schools
- Private Schools

Please tick box

How did you hear about Class Professionals?

- Newspaper
 - Yellow Pages
 - Internet Search
 - Radio
 - Word of Mouth
 - Other
-

CHECK LIST

- APPLICATION SHEETS 1 & 2

- CERTIFIED PASSPORT PHOTO (Approximately 4.5 cm x 3.5 cm) *

- COPY OF DEPT OF TRAINING IDENTIFICATION NUMBER

- RESUME (With two (2) Referees)

- PHOTOCOPY OF DRIVERS LICENCE

* Certified documents must be sighted, signed and stamped by a Chemist, Post Office or Police Station employee

TO BE POSTED TO:

Please Note:-No Staples

**CLASS PROFESSIONALS
GPO Box 405 Centre Sydney
SYDNEY NSW 2001**

CLASS PROFESSIONALS

GENERAL TERMS AND CONDITIONS FOR CANDIDATES

1. DEFINITIONS

In this Agreement the following terms mean:

- “Agreement”:
the Candidate Application for Employment Services together with these General Terms and Conditions
- “Candidate”:
any individual seeking placement by Class Professionals in part time, casual or fulltime employment whether in a temporary or a permanent placement with a Client;
- “Class Professionals”:
the owners of the Business known as Class Professionals
- “Client”:
the person, school, educational institution, corporation or other entity to which the Candidate is introduced by Class Professionals, and includes all staff, employees, servants and agents of the Client;
- “employment” and “employed”:
any form of engagement of a Candidate by a Client whatsoever for the provision of work, labour, services or personal exertion, either part time, casual or fulltime whether temporary or permanent;
- “sub contract rate”:
a rate specified in the Scale of Fees and charged to the Client where the Candidate is employed by Class Professionals to provide services to the Client on a subcontract basis;
- “Scale of Fees”:
the scale of fees set out in the Schedule as varied from time to time by Class Professionals
- “Services”:
the provision to the Client by Class Professionals of Candidates for employment
- “contract of employment rate”:
a rate specified in the Scale of Fees and charged to the Client where the Candidate is employed directly by the Client.

2. AGREEMENT APPLIES TO ALL CANDIDATES

This Agreement applies to all Candidates introduced to a Client by Class Professionals.

3. FEES

The Candidate acknowledges that except where specifically stated in this Agreement the Client is solely responsible for the payment to Class Professionals of the Fee for Services pursuant to the Scale of Fees.

- (a) Where the Fee for Services in the Scale of Fees is stated to be a percentage of the Candidate’s annual income it is calculated on the estimated gross value of the remuneration agreement between the Client and the Candidate in the first year of employment including the value of salary, allowances, superannuation, and any benefit that is subject to Fringe Benefits Tax.
- (b) Where the Fee for Services in the Scale of Fees is stated to be a subcontract rate it applies where the Candidate is provided on a subcontract basis to the Client, and the Candidate remains at all times the employee of Class Professionals.
- (c) Where the Fee for Services in the Scale of Fees is stated to be a contract of employment rate it applies where the Candidate is provided to the Client on the basis that the Client will employ the Candidate directly and be responsible for all salary, allowances, superannuation, and any other employment entitlements, benefits, costs and insurance.
- (d) The Client is liable for the relevant Fee for Services in any of the following events;
 - (i) a Candidate is employed by the Client,
 - (ii) a Candidate is employed by the Client indirectly or by any employee, servant, agent or other person acting for or on behalf of the Client,
 - (iii) a Candidate provides services to the Client whilst employed by Class Professionals or by any other agent or contractor,

- (iv) a confirmed appointment of a Candidate for employment for a period of not more than 20 working days is cancelled by the Client within and including one (1) hour prior to the agreed time for commencement of employment of the Candidate,
- (v) a confirmed appointment of a Candidate for employment for a period of greater than 20 working days is cancelled by the Client within and including twenty-four (24) hours prior to the agreed time for commencement of employment of the Candidate,
- (vi) a Candidate is employed or reemployed under any conditions within twelve (12) calendar months of the initial introduction to the Client by Class Professionals,
- (vii) the Client enters into any employment contract, arrangement, practice or undertaking between and any other person or agent, on behalf of, or in connection with a Candidate that results in the Client receiving the benefit of services of the Candidate, within twelve (12) months after the later of,
 - (A) the latest day on which such Candidate worked for the Client, or
 - (B) the date of introduction of the Candidate to the Client.

The Scale of Fees may be amended by Class Professionals in accordance with the Client general terms and conditions.

4. CLASS PROFESSIONALS

Class Professionals undertakes to;

- (a) use its best endeavours to introduce the Candidate to Clients for the purpose of employment in the areas specified in the Candidate Application for Employment Services,
- (b) provide Candidate information to Clients,
- (c) keep confidential and not disclose any confidential information supplied by the Candidate except for the purpose of introduction to any school, educational institution, or any other party required to give effect to this agreement.

Class Professionals shall not be liable for;

- (a) any loss, damage or costs irrespective of how they are caused and whether through negligence or otherwise, which a Candidate may suffer or may become liable for, arising out of or in connection with or as a result of the introduction by Class Professionals of a Candidate to a Client,
- (b) any act or omission of any Candidate or Client,
- (c) any failure to introduce a Candidate to a Client,
- (d) a Candidate not being successful in any application for employment.

5. THE CANDIDATE

The Candidate undertakes to;

- (a) make full disclosure of all facts and information material to the Candidates qualifications, work experience, references, health and any other matter that may effect the Candidates employment or capacity to work,
- (b) notify Class Professionals of the terms of each Candidates employment prior to commencement of that employment,
- (c) not enter into, except through Class Professionals, any employment contract, arrangement, practice or undertaking between the Candidate and any other person or agent, on behalf of, or in connection with a Client that results in the Client receiving the benefit of services of the Candidate, within twelve (12) months after the later of,
 - (i) the latest day on which such Candidate worked for the Client, or
 - (ii) the date of introduction of the Candidate to the Client.
- (d) In the event that a Candidate breaches clause 5.1(c) the Candidate shall be jointly and severally liable with the Client to pay to Class Professionals the relevant Fee for Services specified in the Scale of Fees.

The Candidate acknowledges that;

- (a) The Client will
 - (i) satisfy themselves as to the Candidate's integrity and suitability for employment by the Client,
 - (ii) make the final recruitment decision once it has satisfied itself of the Candidate's qualifications, training and experience.

- (b) The acceptance of the Candidate Application for Employment Services by Class Professionals is not a contract of employment, and that in respect of each placement with a Client a separate contract of employment shall be entered into:
 - (i) where it is on a subcontract basis, on such terms as shall be negotiated between the Candidate and Class Professionals, and
 - (ii) where it is on a contract of employment basis, on such terms as shall be negotiated between the Candidate and the Client.

The Candidate shall;

- (a) refrain from contacting any Client introduced to the Candidate by Class Professionals, either directly or through any third party other than Class Professionals for a period of twelve (12) months after the later of,
 - (i) the latest day on which such Candidate worked for the Client, or
 - (ii) the date of introduction of the Candidate.
- (b) Keep confidential and not disclose to any school, educational institution, or any other party without prior consent of both the Client and Class Professionals, information or any Client details supplied by Class Professionals.

6. TERMINATION

Either party may terminate this Agreement at any time by giving to the other notice in writing provided that the obligations of the Candidate of confidentiality and to pay fees to Class Professionals in any of the events specified in this Agreement shall survive any termination.

7. NOTICE

Any notice required by this Agreement to be given by either party to the other, shall be in writing and shall be deemed given or delivered upon;

- (a) personal delivery at the address of the party to be served, or
- (b) upon completion of successful transmission if dispatched via facsimile transmission to the facsimile numbers specified in the Candidate Application for Employment Services,
- (c) upon completion of successful transmission by email to the email address specified in the Candidate Application for Employment Services,
- (d) 2 working days after posting by ordinary prepaid post or registered post to the address of the party to be served.

Either party may from time to time designate by notice to the other party another address, facsimile number or email address.

8. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Candidate and Class Professionals.

The Candidate acknowledges that it has not relied on any warranties or representations made except as set out in this Agreement.

If a term of this Agreement is held to be unenforceable for any reason, it will be severable and will not affect the remaining terms.

9. GST

In this Clause:

GST means GST within the meaning of the GST Act. GST Act means the Act "A New Tax System (Goods and Services Tax) Act 1999 (as amended)".

Except where this Agreement states otherwise, an amount payable by a party for a taxable supply made by the other party under this Agreement is expressed as a GST exclusive amount.

If a party makes a taxable supply under this Agreement, then the party liable to pay for the taxable supply must also pay to the supplier the GST payable in respect of the taxable supply at the time payment for the taxable supply is due.

A party is not obliged under Clause 9.3 to pay the GST on a taxable supply to it, until given a valid invoice for the supply.

10. LAW

This Agreement shall be governed by the laws of the State of New South Wales.