

Terms and Conditions of Business

1. These terms and conditions are made between In Transition Inc. (The Agency) and the employer (The Client) and are deemed to be accepted by the client by virtue of interview or the engagement of an applicant introduced by the agency.
2. The Client is responsible for agreeing pay and conditions with the Applicant prior to making the engagement.
3. The Client agrees to notify the Agent immediately an engagement is accepted and to pay the Agents fee prior to the commencement of the start date.
4. The Agency's fees and terms of remuneration will be those applicable and published at the time of engagement or re-engagement.
5. All applicants' details are confidential and shall be treated as such by the Client and not passed to any third party. Should information be passed to a third party that results in employment for the applicant whether temporary or permanent, then the Client will be liable for the payment of the Agents Fee.
6. The Agency takes all reasonable care to interview applicants and to take up references and to investigate qualifications attitude and experience. The Client however undertakes to the Agency to use their best endeavors to ascertain that the applicant is in fact a suitable person to undertake the appointment in question and that the terms and conditions offered in the contract of employment with the Client are suitable to the applicant. The Client further undertakes to notify the Agency in respect of any wants or dissatisfaction with the applicant.
7. Notwithstanding the best endeavors of the Agency or the Client with regard to the above clause the agency accepts no liability for loss damage and expense caused to the Client or others through acts of omission by the applicant or acts in breach of the applicant's contract of employment with the Client or Agency.
8. It is incumbent on the Client to ensure that the Applicant is in possession of all the information both ordinary and specialist to enable the applicant to undertake the duties required.
9. In the event that the Client requires the applicant to drive a vehicle whether owned or not by the Client, then the Client is under strict duty to satisfy themselves that the applicant is suitably qualified to operate said vehicle and to ensure that the vehicle and any ancillary equipment is fit and proper for the purpose it is being used. The Client will further ensure that the Vehicle and equipment is properly insured for the purpose of its use and that the applicant is properly trained in the use of the vehicle and any other equipment.
10. Should the Client obtain a candidate through the Agency whether directly or indirectly, or re-engage a candidate of the Agency at any stage, then the Client is under a duty to notify the Agency forthwith and to acknowledge that the applicable fees will be payable to the Agency.
11. If the Client withdraws from an arrangement and cancels an engagement one week or less prior to the commencement of employment one half of the Agency fee shall be payable.
12. Late payment of Agency fees shall have an interest rate of 1.5% per calendar month.
13. No variation from these terms and conditions will be made unless in writing from a director of the Agency.