

## **Employers / Pharmacy Owners / Managers Terms and Conditions**

p2p Recruitment is an online pharmacy recruitment company connecting pharmacists' with pharmacies across Australia. We specialise in the placement of pharmacists, pharmacist interns, pharmacist students, locums, retail managers and all part-time and full-time pharmacy staff in both retail and hospital pharmacies. Set out below are the terms and conditions for the locuming and permanent placement services of employees and are considered to be accepted and effective upon engagement ofp2p Recruitment services.

- 1. It is the responsibility of the employer or their representative to ensure the information provide in the recruitment process is correct. p2p Recruitment does not warrant the accuracy of the data provided by the employer or accept any liability for inaccuracies or omissions.
- 2. p2p Recruitment will, at its own discretion, check information provided by applicants and check all applicants when an employer has chosen the Premium service.
- 3. Employers are prohibited from communicating to outside parties about contact details etc. of listed applicants.
- 4. p2p Recruitment cannot be considered the employer of any applicants and takes no responsibility for the personal/professional conduct of any applicants, nor does p2p Recruitment accept any liability of any kind for loss, damage to property or injury as a result of the actions of any candidates sourced through p2p Recruitment.
- 5. All pharmacists registered with p2p Recruitment will have their registration details listed as indicated in the pharmacists' individual profile, however, p2p Recruitment cannot vouch for any unverified candidates being sourced via the basic or standard services.
- 6. p2p Recruitment makes recommendation for placements based on information provided by both employee/employer and referees and/or feedback obtained from previous placements. p2p Recruitment is not responsible for misleading or inaccurate information provided and the employer accepts full responsibility for the final selection of candidates.
- 7. Any changes to previously confirmed shifts arranged through the p2p Recruitment website must involve the employer directly informing the relevant employee. Any amendments/cancellations of these shifts are solely the responsibility of the employer, not p2p Recruitment.



- 8. p2p Recruitment reserves the right to post any relevant information required to advertise positions on the website when attempting to source candidates for any jobs initiated through p2p Recruitment's recruitment agency process.
- 9. The employer will not approach an applicant directly regarding any position posted with p2p Recruitment or listed on the p2p Recruitment web page, p2p Recruitment are always to make the first introductions.
- 10. The employer is to notify p2p recruitment if an applicant contacts them directly and directs them to p2p Recruitment if the applicant wishes to apply for any position that is posted with p2p Recruitment.
- 11. An employer cannot employ any previous applicant referred by p2p Recruitment to the employer within the previous 12 months. If this is exercised by the employer then p2p Recruitment reserves the right to charge the employer for the service.
- 12. Any communication about positions available on the p2p Recruitment web site are to be held confidential.
- 13. Wages and rates are not the responsibility of p2p Recruitment and final employment contract arrangements are to be made between employer and employee prior to commencement of employment.
- 14. p2p Recruitment will only commence the recruitment process once payment has been made. In the event where previous arrangements have been made and agreed by both the employer and p2p Recruitment to pay part or the whole recruitment fees once the employee has accepted the offer. This fee is immediately due and failure to make payment immediately will result in p2p Recruitment charging late payment fees, interest, legal and recovery costs.
- 15. In the event where previous arrangements have been made and agreed by both the employer and p2p Recruitment to pay part of the recruitment fees, there will be no refund or liability on p2p Recruitment If you find a candidate or decide not to wait until the role is filled then either party walk away and no refund or extra costs are incurred to you.
- 16. p2p Recruitment reserves the right to change or amend the terms and conditions at any point in time.

## Confidentiality

1. A party that receives confidential information (the "Recipient") of another



party (the "Discloser") through p2p Recruitment must maintain the confidentiality of the confidential information and be used only for the purpose it was intended.

## Warranties, Liabilities and Indemnities

- 1. Employer warrants to p2p Recruitment that they have the requisite power and authority to agree to these terms and conditions and to carry out any obligations as described.
- 2. Employer warrants that all information supplied to p2p Recruitment is true and correct.
- 3. p2p Recruitment will have no liability whatsoever relating to any failure of, delay or interruption the performance of p2p Recruitment website.
- 4. p2p Recruitment's total aggregate liability to employer under or in any way connected with these terms and conditions is limited to an amount equal to the total fees paid by employer to p2p Recruitment.
- 5. Employer indemnifies p2p Recruitment from any liability arising from the applicant not adequately fulfilling their duties.
- 6. p2p Recruitment offer a 100% replacement guarantee as part of their <u>Premium Service</u> if any applicant leaves of their own accord within a 12 weeks period of commencement of employment, but will not replace an applicant if no proof of voluntary registration or their employment is terminated due to performance issues, serious misconduct etc.
- 7. The employer agrees to pay p2p Recruitment a placement / recruitment flat fee of \$10,000 + GST once the candidate has been offered employment and commences their work.