

How We Work



AD SELECTION

Ad Selection is a conventional form of recruitment designed to attract Candidates who have a desire to seek alternative employment and who may be monitoring the media for a detailed synopsis of their ideal position.

RECOMMENDATION

Ad Selection is recommended where the Client has a defined requirement and seeks to consider only those Candidates with a pre-commitment to a career change.

FILE SELECTION

File Selection is a passive form of recruitment reviewed six monthly, designed to give the Client continuous market evaluation of superior Candidates or unusually skilled Candidates as they become procurable.

RECOMMENDATION

File Selection is recommended where there is not a definite vacancy but the Client is not averse to quality growth through the acquisition of talented professional staff.

AD SELECTION & FILE SELECTION PROCEDURES

STAGE ONE – BRIEF, ACTIVATION, SCREENING AND CONSULTANT INTERVIEW

- In depth briefing with the Law Staff Consultant – preferably face to face.
- The job specification is written by the Client.
- Decision as to which recruitment strategy to take for the specific assignment – Ad Selection or File Selection.
- For Ad Selection, the Consultant conducts the initial telephone screening of the Candidate(s).
- The suitable Candidate(s) attend(s) an in depth interview with the Consultant, given an objective overview of the Client, and advised of information relevant to the position.
- With the Candidate's consent, the Consultant conducts preliminary performance appraisals with past and present employers (where possible).
- A comprehensive report on the suitable Candidate(s) is (are) prepared by the Consultant and submitted to the Client.

STAGE TWO – CLIENT INTERVIEW AND SUPPORT

- The Consultant and Client have an analytical discussion on the Candidate report(s) – a crucial procedure in establishing the Candidate's worthiness of interview.
- The Consultant co-ordinates the initial Client interview(s). Confidential interview facilities are available at Law Staff's premises.
- The Consultant obtains post-interview feedback from the Client and Candidate(s) and conveys relevant constructive comments to the respective parties.
- Once mutual interest is established, the Consultant co-ordinates further required Client interview(s) with the shortlisted Candidate(s).
- With the Candidate's consent, the Consultant conducts final performance appraisals with past and present employers (where possible).
- The Consultant co-ordinates/administers psychological appraisals (where required) and results are given to the Client.

STAGE THREE – OFFER, ACCEPTANCE, AND GUARANTEE

- The successful Candidate's remuneration package is formulated by the Client and Consultant and an employment agreement is drafted.
- The Consultant negotiates the offer to the Candidate (made subject to satisfactory reference checking if need be) and where necessitated counsels the Candidate on the resignation process.
- The Consultant completes the assignment by confirming the appointee's acceptance and start date.
- The unique Law Staff Guarantee is validated by the Client paying the Law Staff invoice(s) in full within the stipulated time.
- Within the validated guarantee period the Client will advise the Consultant immediately of any concerns (in that event).
- The recruitment process is repeated in that event, and the appropriate credit is offset against the account for the replacement appointee.

How We Work



SEARCH

Search is a proactive form of recruitment designed to identify Candidates not actively on the market but who, after considerable industry research by Law Staff, are recognised as having the right profile for the job specification.

RECOMMENDATION

Search is recommended where the Client wishes to acquire a key person with a certain skill which the local market may not yield through Ad Selection.

SEARCH PROCEDURES

STAGE ONE – IN DEPTH BRIEFING, MARKET RESEARCH AND REPORTING

- In depth briefing with the Law Staff Consultant – preferably face to face.
- The job specification is written by the Client.
- The Consultant conducts extensive market research and identifies appropriate prospects without making an actual approach at this stage.
- Law Staff compiles the results of its findings into a prospect summary schedule.
- The Consultant and Client have an analytical discussion on the prospect summary to determine which people to target for an actual approach, and by whom.

STAGE TWO – CLIENT INTERVIEW AND SUPPORT

- The Consultant makes the approach and effects a confidential meeting between the prospect(s) and the Consultant, disclosing information relevant to the Client's requirements yet withholding sensitive information.
- With the person's consent, the Consultant works up a profile on the individual and presents this information to the Client.
- The Consultant co-ordinates the initial Client interview(s). Confidential interview facilities are available at Law Staff's premises.
- The Consultant obtains post-interview feedback from the Client and Candidate(s) and conveys relevant constructive comments to the respective parties.
- Once mutual interest is established, the Consultant co-ordinates further required Client interview(s) with the Candidate(s).

STAGE THREE – OFFER, ACCEPTANCE, AND GUARANTEE

- Once the preferred Candidate is chosen, the remuneration package is formulated by the Client and Consultant and an employment agreement is drafted.
- The Consultant negotiates the offer with the Candidate (made subject to satisfactory reference checking if need be) and endeavours to secure the Candidate's written acceptance and start date prior to resignation.
- Where necessitated, the Consultant counsels the Candidate on the resignation process.
- The unique Law Staff Guarantee is validated by the Client paying the Law Staff invoice(s) in full within the stipulated time.
- Within the validated guarantee period the Client will advise the Consultant immediately of any concerns (in that event).
- The recruitment process is repeated in that event, and the appropriate credit is offset against the account for the replacement appointee.

INTERPRETATION

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- (a) "Law Staff" is a trading entity of Law Staff (Qld) Pty Ltd - ACN 010 830 305.
- (b) "Client" means the principal (for whom Law Staff acts as agent) and includes its successors, beneficiaries, assigns, and subsidiaries.
- (c) "Permanent Professional Staff" and "Candidate" referred to within this document are deemed to include managers, consultants, partners, associates, staff solicitors, law clerks, and articulated clerks, any of which are engaged or are to be engaged in a full-time or part-time capacity.
- (d) "Temporary Professional Staff" and "Member" referred to within this document are deemed to include managers, consultants, partners, associates, staff solicitors, law clerks, and articulated clerks, any of which are engaged or are to be engaged in a temporary capacity.
- (e) "Exclusive Agency" is the provision of Client instructions to Law Staff for any permanent recruitment assignment that is exclusive of all other management or personnel consultancies.
- (f) "Non-Exclusive Agency" is the provision of Client instructions to Law Staff for any permanent recruitment assignment that is non-exclusive of all other management or personnel consultancies.
- (g) "Remuneration Package" is the gross annual full-time equivalent remuneration package (for full-time or part-time appointees) which includes the base salary and superannuation, plus any projected bonuses and commissions, and any allowances and benefits that represent cash in alternative forms. For fee purposes, a car will be valued at \$15000.

PROCESS

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- (a) In order to preserve confidentiality for Candidates and Members, Law Staff requests the Client to refrain from reference checking on, or direct communication with, Candidates or Members (save face-to-face interviews) without first obtaining Law Staff's consent and the Candidate's or Member's prior express approval.
- (b) We recommend any intended offer of employment be subject to satisfactory results from reference checking (where possible). We request that any offer of employment be communicated first to Law Staff by the Client. Where confirmation of an offer of employment is made in writing, Law Staff requires a copy for its files.
- (c) Law Staff abides by the Code of Ethics as set down by the National Association of Personnel Consultants, and all relevant equal opportunity and anti-discrimination legislation.

RESPONSIBILITY

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- (a) Ad Selection, File Selection, and Search procedures detailed in this document are given by way of example only. Law Staff's entitlement to fees does not depend on strict adherence to procedures.
- (b) All advertising expenses are recoverable from the Client regardless of the result of the advertisement(s). Classified advertising costs are credited against the placement fee should Law Staff appoint the person, however in the interim these advertising costs are invoiced and recovered on a weekly basis. Advertising for the Client's specific position is carried out only with Ad Selection assignments.
- (c) When a Member of Law Staff's Temporary Professional Staff is either directly or indirectly:
- employed by the Client as Permanent Professional Staff during a temporary assignment, or within 12 months of completing the last temporary assignment; or
 - is re-employed by the Client as Temporary Professional Staff within 6 months of completing the last temporary assignment;
- then the Client will be responsible for payment of the appropriate Law Staff fee(s).
- (d) If any Permanent Professional Staff candidate is offered employment (irrespective of the position) or partnership with the Client within 12 months of introduction, or the Client and Candidate/Member indicate an intention (either expressed or implied) to resume or recommence employer and employee relations at any time in the future, then the Client is bound by Law Staff's terms and will be responsible for payment of the appropriate Law Staff fee(s).
- (e) If the Client refers a Permanent Professional Staff candidate or any details relating thereto, or refers a Member of Law Staff's Temporary Professional Staff or any details relating thereto, to another employer who subsequently employs that Candidate/Member (irrespective of the position), then the Client will be responsible for payment of the appropriate Law Staff fee(s) as if they themselves had employed the Candidate/Member.
- (f) Permanent Professional Staff and Temporary Professional Staff are deemed to be introduced to the Client if Law Staff effectively causes any person(s) to become interested in the Client for employment or partnership, or merger/acquisition, and Law Staff communicates same to the Client (either orally or in writing), regardless of whether:-
- a partner, director, or staff person of the Client knows the Candidate/Member professionally or socially; or
 - the Candidate/Member has had private discussions with the Client regarding employment prior to Law Staff's introduction.

(g) Upon the appointment of Permanent Professional Staff, and only if the Law Staff invoice(s) are paid within the trading terms stipulated, Law Staff's unique **Guarantee** is validated which provides for a **12 month guarantee** on a 52 week pro rata basis. Should an appointee not commence, resign or be dismissed during the guarantee period, for any reason other than:-

- redundancy;
- spousal transfer;
- pregnancy;
- medical condition;
- head hunting; or
- relocation of the employer's business premises;

then Law Staff will repeat the recruitment process once, then calculate and credit the Client with the proportionate pro rata placement fee (from the date the appointee leaves) against the replacement appointee fee. Law Staff's **Guarantee** does not provide for advertising costs nor for a refund of fees. Should the Client appoint a replacement other than through Law Staff then the guarantee will be deemed to be extinguished. Upon appointing a replacement candidate, should there be a balance of credit owing to the Client, this will continue to be held in credit for 12 months from the date of invoice for the replacement appointee fee. This credit can only be utilised by the Client against a future Permanent Professional Staff placement within that period.

(h) For Temporary Professional Staff, Law Staff provides for a 1 day (7.5 hour) 100% guarantee in the event an unsatisfactory person is assigned to the Client. The guarantee is conditional upon:-

- the Client advising the consultant of dissatisfaction by 4pm of the first day of the assignment; and
- Law Staff reassigning a replacement Temporary Professional Staff member.

(i) Through the interview process and the checking of references Law Staff endeavours to record and pass on accurate details concerning Candidates' and Members' experience and qualifications, however details provided are based on information supplied to us by the Candidates/Members and the employer(s). Law Staff's responsibility and liability for errors, omissions, misrepresentations, or incorrect conclusions drawn therefrom, and any loss, expense, damage or delay, however occasioned, is restricted to the credit remaining under the validated **Guarantee** or the weekly net margin on the Law Staff Temporary assignment.

INVOICING AND TRADING TERMS

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- (a) Permanent 'Ad Selection' & 'File Selection' assignment fees - For the recruitment of Permanent Professional Staff, Law Staff's principle fee is formulated as 20% of the Remuneration Package of the appointee and any team members, invoiced according to the recruitment strategy taken. Law Staff will notify the Client in writing should it revise its fee during a permanent recruitment assignment.
- (b) Permanent 'Search' assignment fees - For the recruitment of Permanent Professional Staff, Law Staff's principle fee is formulated as 24% of the Remuneration Package of the appointee and any team members, invoiced according to the recruitment strategy taken. Law Staff will notify the Client in writing should it revise its fee during a permanent recruitment assignment.
- (c) Temporary assignment fees - In the recruitment and management of Temporary Professional Staff, Law Staff administers the payment of wages, group tax, payroll tax, workers compensation, superannuation entitlements etc. and renders an all-inclusive invoice to the Client weekly, according to the hours worked by the Temporary Professional Staff member.
- (d) Law Staff will grant the Client a reduction in fees to 18% for Exclusive Agency instructions on permanent 'Ad Selection' assignments only and on the condition that the Law Staff invoice is paid in accordance with (f) hereunder. The fees applicable to Exclusive Agency and Non-Exclusive Agency shall convert to the contra concurrent with a conversion of Agency status.
- (e) Invoicing for Permanent Professional Staff appointed through File Selection will be upon commencement of the new employee. Trading terms strictly net 14 days from the Law Staff invoice date.
- (f) Invoicing will be at the rate of one third of the total principle fee for and at the completion (or partial completion) of each stage of the permanent Ad Selection or Search assignment. Trading terms strictly net 14 days from the Law Staff invoice date.
- (g) Invoicing for Temporary Professional Staff will take place weekly. Trading terms strictly net 7 days from the Law Staff invoice date.
- (h) Advertising will be invoiced weekly by Law Staff at the appropriate casual rate of the medium in which each advertisement appears. Trading terms strictly net 14 days from the Law Staff invoice date.
- (i) Invoicing for ancillary services will take place immediately after the event. Trading terms strictly net 14 days from the Law Staff invoice date.
- (j) All overdue accounts will incur a late payment fee of \$25 for each week, or part thereof, that the account is overdue.
- (k) Receipt of Law Staff's schedule of fees and terms is deemed full acceptance of same, unless variations are confirmed in writing by a Director of Law Staff prior to undertaking work on the Client's behalf.
- (l) In addition to our fee, a GST component will be levied at the appropriate rate in accordance with current legislation.