

Terms and Conditions for Candidates

These are the terms on which Ozhealth will provide recruitment services to a person seeking work:

1. Definitions

"Ozhealth" means Australasia Healthcare and Consultancy Solutions Pty Limited (ACN 628 738 438) trading as Ozhealth Australasia of 5 Hudson St, HAMILTON NSW 2303.

"Candidate" means any person that Ozhealth assists to find a Placement.

"Client" means person that Ozhealth refers the Candidate to for a Placement.

"Engaged" means employed, contracted or otherwise engaged to do work.

"Placement" means employed or otherwise engaged to do work.

"Terms" means these terms.

2. Fees

- (a) The Candidate is not liable to pay Ozhealth a fee for providing recruitment services to the Candidate.
- (b) The Candidate acknowledges Ozhealth will charge the Client a fee with respect to the placement.

3. Placements

- (a) Ozhealth is not obliged to refer the Candidate to any Client for a placement or find the Candidate a placement.
- (b) The Candidate must pay all of their own costs with respect to obtaining and fulfilling the placement including but not limited to the costs of travel, accommodation, insurance, visa, and legal advice.
- (c) The Candidate acknowledges:
 - (i) that all information about placements are provided to Ozhealth by Clients; and
 - (ii) any decision to accept a placement is a decision solely made by the Candidate notwithstanding that Ozhealth may make recommendations or provide advice to the Candidate.
- (iii) The Candidate will be engaged directly by the Client for the placement.

4. Obligations of Candidate to Notify Ozhealth

- (a) The Candidate must notify Ozhealth of the following events within 1 week of them occurring:
 - (i) the Candidate is engaged by a Client within 12 months of Ozhealth referring the Candidate to a Client regardless of whether the Candidate is engaged for the role that Ozhealth referred the Candidate for; or
 - (ii) the Candidate is engaged by a Client within 12 months of the Candidate ceasing a placement with the Client which Ozhealth referred to Candidate for.
- (b) The Candidate must notify Ozhealth within 24 hours of any change in circumstances which renders any information provided by the Candidate to Ozhealth untrue or inaccurate.

5. Warranties

- (a) The Candidate warrants that:
 - (i) all information provided by the Candidate to the Client is true and accurate;
 - (ii) all documents provided by the Candidate to the Client are authentic;
 - (iii) there are no legal restrictions preventing the Candidate from entering into a placement including but not limited to any restraints of trade, visa restrictions, or restrictions on Candidate's eligibility to work as a medical practitioner in Australia.
 - (iv) The Candidate has and will continue to comply with all statutory requirements to work as a medical practitioner in Australia.



6. Confidentiality

- (a) All information provided to the Candidate by Ozhealth about placements or clients is confidential information provided to the Candidate for the sole purpose of enabling the Candidate to determine the suitability of the placement or the Client for the Candidate. The Candidate will keep such information confidential and will not use it for any other purpose other than the purpose for which it was provided.

7. Liability

- (a) Ozhealth is not liable to the Candidate for any loss or damage caused by:
- (i) any recommendation or advice provided by Ozhealth to the Candidate;
 - (ii) any delay or failure of Ozhealth to find the Candidate a placement;
 - (iii) any conduct, act, omission of the Client including but not limited any failure by the Client to comply with the terms of any agreement with the Candidate; comply with any awards, enterprise agreements or laws; provide the correct remuneration to the Candidate; or maintain insurance;
 - (iv) any information about the placement provided by Ozhealth to the Candidate.

8. Indemnity

- (a) The Candidate agrees to indemnify Ozhealth for any loss, damage and claims arising out of:
- (i) any breach of these terms by the Candidate; and
 - (ii) the engagement of the Candidate by the Client, a related party to the Client, or any party that the Client introduced the Candidate to.

9. No Employment Relationship with Ozhealth

- (a) The Placement does not create any employment or other contractual relationship between the Candidate and Ozhealth.

10. Governing Law

- (a) These Terms are governed by the laws of New South Wales and the parties submit to the jurisdiction of the court of New South Wales.