



Terms and Conditions

These Terms of Business apply to the supply of permanent, temporary and contract personnel (“Candidate”) by Escalibre Pty Limited (“we, our, us”), trading as EnvoyGolf and apply to both the Candidates and those entities employing them (“Clubs”), and the use of the EnvoyGolf website at www.envoygolf.com, owned by Escalibre Pty Limited. These terms may only be varied in writing by a Director of Escalibre and we reserve the right to change them as required.

1. Acceptance of Terms and Conditions

1.1. The interviewing, employment or engagement of a Candidate, or the passing to another person or organisation of personal information pertaining to a candidate introduced by us, will be taken as acceptance by you of these Terms and Conditions. In addition, the EnvoyGolf website at www.envoygolf.com also contains specific sections where all participants, on the employer side (Clubs) and employee side (Candidates), must explicitly agree to these Terms and Conditions in order to access and participate in the services we offer. Specifically, these Terms and Conditions, as well as our Privacy Policy, must be agreed to by both Clubs and Candidates when registering as a site member and again during the job submission or application process.

2. Becoming a Member

2.1. For all participants to access and utilise the full services that EnvoyGolf has to offer, they must create a member profile on the EnvoyGolf website. In subsequent recruitment stages on the website, all applicants must also fill in additional information collection forms. All members are required to provide us with truthful, current and complete information as requested, in order to access our services. How we process the information of our members is disclosed in our Privacy Policy, available on the EnvoyGolf website.

2.2. Members alone are responsible for not only the information they provide us with but also for maintaining the security of their login and password details. If the security of these details is compromised in any way, members must inform EnvoyGolf of this, so that their profile can accordingly be shut down.

2.3. If needed and requested for, members agree to provide EnvoyGolf with some form of identification.

3. Entitlement to Fees

3.1. We will be entitled to a fee from Clubs when club representatives engage a Candidate within twelve months of an initial introduction, or for a temporary Candidate, within twelve months of the completion of a contracting assignment, whichever is later.

3.2. Clubs will also be liable for a fee when they engage a Candidate directly, or refer a Candidate to a subsidiary, associated or related company, or other employer, who subsequently engages the Candidate.

3.3. For Candidates there are no fees involved for the recruitment process, however, Candidates are responsible for all costs travel and upkeep related costs (including mainly visa fees and



airfare costs as well as living costs in the target country) that incur from participating in the services offered by us.

4. Guarantee for Placements

- 4.1. If a Candidate employed under this agreement terminates employment for any reason (other than restructure or business rationalisation) prior to the completion of the term invoiced under 3.1, we will endeavour to provide a replacement candidate who can fulfil the period remaining on the placement, provided that we are granted exclusivity for a period of 1 month following termination. This guarantee is limited to the specific placement and role and is not transferable. The guarantee shall not apply if:
- we have not been advised of the termination within 7 days;
 - you have not paid our fees in accordance with these terms;
 - the Candidate is a replacement under this guarantee.
- 4.2. Subject to Clause 3.1, if we are unable to provide an acceptable replacement Candidate, we will provide a refund proportionate to the value of the incomplete portion of the placement on a pro-rata basis.
- 4.3. All Candidates participating are advised here that signing up for our services does not result in a guaranteed placement. Clubs are the ones who make the final decision on who they decide to employ, EnvoyGolf is not involved in this decision-making but serves solely as a facilitating platform for the recruitment process. The number of Candidates and available positions may also vary from one another and may therefore result in either not all Candidates receiving a job offer or not all positions being filled.

5. Confidentiality

- 5.1. All the information we provide to you is Confidential, unless it is generally available or in the public domain. You may not reproduce or disclose the information or use it for any purpose that we might not reasonably intend. In particular, you shall comply with the provisions of the Australian Privacy Act in respect to any Personal Information we provide to you.
- 5.2. We shall treat as Confidential all the information you provide to us, unless it is generally available or in the public domain.
- 5.3. For more information on how we process information, please see our Privacy Policy on the EnvoyGolf website.

6. General

- 6.1. We may invoice Clubs for prior agreed costs, including travel costs and other relocations costs incurred by us or our Candidates during the recruitment process.
- 6.2. Employment references are provided to us for all summer program Candidates by their current supervisors and forwarded onto Clubs. We do not take verbal references, but current employer contact details can be made available should you wish to take a verbal reference. Detailed



background checks are only taken on request and will be charged in addition to our recruitment fees.

- 6.3. Our fees are quoted exclusive of the Goods & Services Tax (GST). Where GST is payable on the supply of our services, our invoice will be increased by the amount of the GST and will be payable by Clubs.
- 6.4. Clubs are solely responsible for the safety of the Candidates they employ while at work and must ensure all necessary steps, such as required initial training on arrival of the Candidate, are taken to guarantee safe work conditions. EnvoyGolf is not liable for any possible accidents that may happen to Candidates during their employment at a Club.
- 6.5. Candidates are advised that the services and assistance of EnvoyGolf are provided to them for them to be able to come to Australia/New Zealand to work, not to holiday. EnvoyGolf will provide support to all Candidates before, during and after their stay with practical matters but our responsibilities to Candidates will cease if Candidates do not perform in their jobs as agreed upon.