

Terms and Conditions for Modis “Refer a Friend” Referral Fee

The following terms and conditions apply to the Modis Group “Refer a Friend” referral program (Terms and Conditions). By participating in the referral program and making a referral, you agree to be bound by the Terms and Conditions and Policy. For the purposes of these terms and conditions, Modis Group means Modis and its related bodies corporate (as defined in the Corporations Act 2001 (Cth)).

1. If you refer a suitable candidate to Modis (Candidate) and the Candidate is employed by Modis within 6 calendar months of the date of your referral, you are eligible to receive a referral fee of AU\$250.00 (Referral Fee) in consideration for your referral.
2. All referrals must be sent (along with a copy of the candidates’ CV) to referafriend@modis.com to be processed by the Modis Delivery team.
3. The Referral Fee applies on a per Candidate basis. It is for candidates that are employed by the Modis Group, on a permanent, temporary or contract basis. The referral fee also applies to candidates that are placed with a client of Modis in a permanent role with that client.
4. If the Candidate is employed in a different position within the Modis Group to that which they were originally referred for, the Referral Fee will still be payable by Modis. The Candidate must have been employed within the 6-month period referred to in clause 1.
5. If the Candidate ceases employment with the Modis Group prior to the payment of the Referral Fee, the Referral Fee is no longer payable and you release the Modis Group from any liability or obligation in connection with the Referral Fee.
6. The Talent Acquisition division of the Modis Group will verify the ongoing validity of your referral before the Referral Fee is paid to you, and will also notify the Candidate that the Referral Fee is to be paid to you.
7. The Referral Fee does not apply if the Candidate has worked for the Modis Group in any capacity in the 2 years prior to your referral or been placed in a permanent role with one of our clients in that period.
8. A Candidate may only be referred by one person. If two people refer the Candidate to the Modis Group, the person who referred the Candidate first will be eligible for the Referral Fee.
9. Candidates already referred to the Modis Group by recruiters or third-party companies will not constitute a valid referral and Modis Group is not liable to pay the Referral Fee for such referrals.
10. A referral of an existing Modis Group employee to another position within the Modis Group does not constitute a valid referral and Modis Group is not liable to pay the Referral Fee for such referrals.
11. The Modis Group has the right to withdraw this referral program and the Referral Fee at any time, in its absolute discretion.
12. The Referral Fee will be payable within 30 days of the Candidate completing the initial 3 months of employment with Modis in accordance with clause 1.
13. The Referral Fee will be paid to you by Modis via a gift voucher. The form of the gift voucher will be at Modis’s discretion.
14. To the maximum extent permitted by law, whether under contract, in tort (including negligence), under statute, in equity, or otherwise at law, the Modis Group excludes all liability (including for indirect or consequential loss or damage) to you in connection with the referral program or the Referral Fee. If the Modis Group is not permitted to limit its liability to you, the maximum aggregate liability of the Modis Group to you, whether under contract, in tort (including negligence), under statute, in equity, or otherwise at law in connection with the referral program or the Referral Fee, is AU\$250.00.
15. These Terms and Conditions constitute the entire agreement between Modis and you in connection with the referral program and the Referral Fee.
16. These Terms and Conditions are governed by the laws of Victoria and you submit to the nonexclusive jurisdiction of the courts of that State.