

## **Terms & Conditions for Care Community's 'Referral Bonanza' promotion 2010**

### **Definitions**

**Acts** means, collectively, the Nurses Act 1993 (Vic), the Nurses and Midwives Act 1991 (NSW), the Nursing Act 1992 (QLD), the Nurses Act 1999 (SA), the Nursing Act 1995 (Tas), the Nurses Act 1988 (ACT), the Nurses Act 1992 (WA) and the Health Practitioners Act 2004 (NT).

**Active Member** means a Member who has worked at least one shift for, or has been recruited by Care Community and /or Nursing Australia in the last 12 months prior to referring a Friend.

**Bonus** means the Referral Bonus.

**Completed** (Hours) means the minimum hours have been worked by the referred member, timesheets have been submitted to Care Community for payroll processing, and the referred member has been paid for hours worked.

**Eligible Friend** means a Friend who has been referred to Care Community by an Active Member and who has been accepted as suitable to work through Care Community.

**Friend** means a Potential Member or a Lapsed Member who is also a qualified or experienced in one of the disciplines outlined in section 7.

**Lapsed Member** means a Member who has previously worked for Care Community and / or Nursing Australia but who has worked less than one shift for a Nursing Australia Agency during the 12 months prior to being referred to Care Community by an Active Member.

**Launch Date means 1st June 2010**

**Member** refers to a person who has been deemed appropriate to work with Nursing Australia, and has successfully completed the Care Community and / or Nursing Australia recruitment process.

**Midwife** means a Nurse qualified to practice midwifery in Australia in accordance with the Acts.

**Nurse** means a Division 1 or 2 Nurse (which has the same meaning as it does in the Nurses Act 1993 (Vic)), a Nurse Practitioner (which has the same meaning as it does

in the Nurses and Midwives Act 1991 (NSW)) or a Registered Nurse or Enrolled Nurse (which has the same meaning as it does in the Nursing Act 1992 (QLD), the Nurses Act 1999 (SA), the Nursing Act 1995 (Tas), the Nurses Act 1988 (ACT), the Nurses Act 1992 (WA) and Health Practitioners Act 2004 (NT)).

**Nursing Australia** means Nursing Australia Pty Ltd, ACN 090 739 585.

**Care Community** means Care Community Nursing Services, ACN 090 739 585

**Referee** means the eligible candidate who becomes a current active Member of Care Community and has been referred for employment.

**Referrer** means the current active Member of Care Community and / or Nursing Australia who is able to refer candidates for employment, and receive a referral bonus.

**Reward Period** refers to 1st June 2010 to November 30th 2010, which is the period of time that the 10 shifts must be worked between, in order to receive the bonus.

**Scheme Period** refers to 1<sup>st</sup> June 2010 to October 31st 2010, within which new referrals are eligible to join.

**Scheme** means the Referral Bonanza Scheme as described in these terms and conditions.

**Shift Threshold** refers to the 10 shifts require to be completed to receive the relevant cash bonus.

**Specialist** means a Registered Nurse with extensive experience (2 years min) and /or qualifications in Intensive Care (including Neonatal and Postnatal Intensive Care), Critical Care, Emergency Department, Operating Theatre or Midwifery'.

**Website** means the Nursing Australia website at [www.nursingaustralia.com](http://www.nursingaustralia.com)

## **Scheme details:**

### 1. Referring Process

1.1 When the referral candidate contacts Nursing Australia, they must communicate the full name and Nursing Australia Member ID number of the current Nursing Australia member who has referred them.

1.2 Nursing Australia will attempt to notify the referrer when there referee has completed their 10 shifts, however it is the responsibility of the referrer or referee to contact Nursing Australia once the referee has completed 10 shifts for the bonus to be paid.

## 2. Parameters of Referral Bonus Scheme

2.1 Referral scheme period applicable from 1st June 2010 to October 31st 2010.

2.2 All active members eligible for referral bonus.

2.3 Eligible to all states.

2.4 Referral bonus paid to member referring new member or a lapsed member who has not worked with Nursing Australia for 12 months.

2.5 Bonus paid ONLY after hours worked threshold achieved by member referred – i.e. minimum of 80 hours completed within the reward period, 1st June 2010 to 30<sup>th</sup> November 2010.

2.6 Bonus paid as gross amount as part of weekly wages.

## 3. Acceptable Disciplines for each Referral Bonus

3.1 Nursing Australia will pay \$150 to a current active Member of Care Community and /or Nursing Australia per successful referral (according to the conditions outlined) of a:

- Domestic Carer
- Personal Care Attendant
- Personal / Respite Carer
- Assistant in Nursing
- Nursing Attendant

3.2 Nursing Australia will pay \$200 to a current active Member of Care Community and /or Nursing Australia per successful referral (according to the conditions outlined) of a:

- Enrolled Nurse (Division 2)
- Endorsed Enrolled Nurse

3.2 Nursing Australia will pay \$250 to a current active Member of Care Community and /or Nursing Australia per successful referral (according to the conditions outlined) of a:

- Registered Nurse (Division 1)

## 4. Acceptance of Terms and Conditions, Suspension and Termination

4.1 Information on eligibility and participation forms part of these conditions. By participating in the Scheme, Members (referrer) and Eligible Friends (referee) accept these conditions.

4.2 Care Community may, in its discretion, suspend or terminate this Scheme at any time.

4.3 Care Community reserves the right to vary these Terms and Conditions at any time in its sole discretion by giving participating Active Members notice. Any such variation will come into effect on the date set out in the notice of variation.

4.4 This offer is not valid in conjunction with any other Care Community offer or promotion.

## 5. Payment of Bonuses

5.1 Referral bonuses will be credited to the referring Active Member's nominated bank account at the end of the first pay period of the month following the month in which the relevant Eligible Friend completed the hours worked threshold.

5.2 Bonuses will only be credited to the referring Member, no payment arrangements can be made to split bonuses between referee and referrer.

## 6. Superannuation

6.1 Subject to legal requirements to the contrary, the superannuation guarantee levy will not be paid in respect of any Referral Reward paid to active Members.

## 7. Taxation

7.1 Care Community accepts no liability in respect of any tax implications that may arise from the payment of Bonuses. Independent financial advice should be sought where necessary. Any liability for tax that applies in connection with the Scheme and payment of Bonuses is the sole responsibility of the participating Active Member

## 8. Limitation of Liability

8.1 Care Community and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered (whether or not arising from any person's negligence) as a result of any breach of these Terms and Conditions by Care Community or any Nursing Australia Agency or any term implied by law (including by statute) or for any failure, delay or inability to pay accrued Bonuses caused by circumstances beyond its control, including strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

8.2 If any warranty or condition is implied in these terms and conditions by law and cannot be excluded, the liability of Care Community for breach of such a warranty or

condition is limited (where permissible by law) to (in the case of a supply of goods) replacement of the goods or (in the case of a supply of services) re-supply of the services.

## 9. Privacy

9.1 Care Community may appoint an agent or contractor to assist in conducting the Scheme or for making payments of Bonuses on its behalf. The personal information provided by Members, Friends and Eligible Friends will be used by Care Community for the purposes of conducting the Scheme or for making payments of Bonuses. Care Community may disclose this personal information to its contractors and agents for these purposes or for communicating with Members, Friends and Eligible Friends.

9.2 Care Community is bound by the National Privacy Principles in the Privacy Act 1988. Members, Friends and Eligible Friends may request access to the personal information Care Community holds about them by calling the Hotline.

9.3 The names of participating Eligible Friends in respect of whom a Referred Reward is paid to a participating active Member will not be disclosed on the active Member's payment slip.

## 10. Governing law

These terms and conditions will be governed by and construed in accordance with the laws of Victoria. Participating Active Members and Eligible Friends irrevocably submit to the jurisdiction of the courts and tribunals in Victoria (including the Federal Court of Australia).