

SKILLSNEST

Sourcing & Supply of Skilled Workers for Regional Australian Employers

Ethical Recruitment Policy

Principles, operating standards, and accountability framework for ethical sourcing, migration support, and supply of workers — onshore and offshore.

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Policy owner	Director, SkillsNest Pty Ltd
Approved by	Board of Directors, SkillsNest Pty Ltd
Next review	12 months from effective date, or earlier on material change to legislation
Audience	All staff, directors, contractors, RMAs, sourcing partners, suppliers, employer clients

This is a controlled document. Uncontrolled copies must not be circulated.

1. Purpose and Statement of Intent

SkillsNest exists to connect skilled workers with Australian employers — fairly, transparently, and lawfully. Many of the people SkillsNest places are migrating across borders to take work, often with their savings, families and futures at stake. The asymmetry of information, language and legal knowledge between a candidate in the Philippines or India and an employer in regional New South Wales is significant. So is the temptation in this industry to exploit that asymmetry.

This Policy sets the standards SkillsNest will hold itself to, the conduct expected of every person and partner acting in SkillsNest's name, and the framework against which SkillsNest will be willing to be measured by any regulator, employer client, candidate, or independent observer.

The Policy is grounded in the international consensus on fair recruitment — the International Labour Organization's General Principles and Operational Guidelines for Fair Recruitment, the IRIS Standard administered by the International Organization for Migration, the Employer Pays Principle, and the Dhaka Principles for Migration with Dignity — and in the specific framework of Australian law: the Migration Act 1958 (Cth), the Migration Regulations 1994 (Cth) including the OMARA Code of Conduct, the Fair Work Act 2009 (Cth), state and territory labour-hire licensing legislation, the Privacy Act 1988 (Cth), the Modern Slavery Act 2018 (Cth), and federal and state anti-discrimination legislation.

What this Policy is, and what it is not

This Policy is a binding statement of how SkillsNest does business. It supersedes any informal practice, employer pressure, or commercial convenience that conflicts with it. Breach of this Policy by any person acting on SkillsNest's behalf is grounds for disciplinary action up to and including termination, contract cancellation, and reporting to the relevant regulator.

This Policy is not a substitute for legal advice on any specific matter, nor a guarantee of any particular outcome for any candidate or employer. Where the Policy and the law diverge, the law prevails and the Policy will be updated.

2. Scope

This Policy applies to:

- **SkillsNest staff:** all employees, directors and officers of SkillsNest Pty Ltd, wherever located.
- **SkillsNest contractors:** Registered Migration Agents (RMAs), legal and compliance advisers, offshore sourcing agencies, offshore back-office staff, technology contractors, and any other person engaged under contract to perform work for or on behalf of SkillsNest.
- **Employer clients:** any Australian business engaging SkillsNest for sourcing, sponsorship, recruitment, or offshore-staffing services. Employer clients are required to acknowledge and operate consistently with this Policy as a condition of engagement.
- **Candidates:** any individual whose details are registered with SkillsNest for placement, sponsorship support, or pre-arrival services, including before they have been matched to any employer.
- **Suppliers and partners:** Registered Training Organisations, English-test providers, accommodation providers, settlement-service partners, and any other supplier whose services are recommended to candidates or employers by SkillsNest.

The Policy applies in Australia, in candidates' countries of origin, and in any third country in which SkillsNest does business — including the Philippines, India, and Pacific Island nations participating in the Pacific Australia Labour Mobility (PALM) scheme. Where local law in a source country imposes higher standards than this Policy, local law prevails. Where local law imposes lower standards, this Policy prevails.

3. Our Core Principles

SkillsNest commits to ten Core Principles. Each is binding. Each has operational meaning, set out in Sections 4 to 14 of this Policy.

#	Principle	What it means in practice
1	Employer Pays	The employer pays the cost of recruiting and sponsoring its workers. Candidates are never charged for sponsorship-related events, recruitment costs, or the introduction to an employer.
2	Transparency	Every fee, every service, every contractual term is disclosed in writing, in plain English, before money changes hands.
3	Truthfulness	Job descriptions, salary, conditions, location, visa pathway and timelines are described accurately. No misrepresentations to attract candidates or impress employers.
4	Worker Freedom	Candidates retain freedom to accept or refuse work, to leave an employer, and to seek other counsel at any time. No retention of identity documents, no debt bondage, no penalties for exit.
5	Non-discrimination	Recruitment is based on the inherent requirements of the role and the candidate's ability to meet them. Protected attributes play no part.
6	Privacy and Dignity	Candidate data is collected only for declared purposes, stored securely, and disclosed only with consent. Personal information is never traded.
7	Independent Migration Advice	Migration advice is given only by Registered Migration Agents under their own MARN, with disclosed conflicts of interest. SkillsNest does not provide immigration assistance as defined by the Migration Act.
8	Partner Standards	Sourcing agencies, RTOs and suppliers acting on SkillsNest's behalf operate to the same standards as SkillsNest. SkillsNest audits them; failure to comply results in termination.
9	Grievance and Remedy	Every candidate and worker has an accessible, free, confidential grievance channel, and a right to be informed of the outcome. Where SkillsNest has caused or contributed to harm, it provides remedy.
10	Continuous Improvement	This Policy is reviewed at least annually, against external benchmarks (IRIS, ILO Fair Recruitment, Modern Slavery Act statements), and updated. Lessons from grievances and audits feed back into practice.

4. Principle 1 — Employer Pays

The Employer Pays Principle is the foundation of ethical recruitment. It is the principle that protects candidates from debt-funded migration and protects SkillsNest from the legal exposure created by improper fee-charging.

4.1 What employer clients pay for

Employer clients of SkillsNest pay all costs of recruiting and sponsoring their workers. This includes, without limitation:

- Sourcing fees, search fees, advertising fees, candidate-screening fees, interview-coordination fees
- Labour Market Testing (LMT) lodgement and evidence-pack preparation
- Standard Business Sponsorship (SBS) application fees and professional fees
- Nomination application fees and professional fees
- Skilling Australians Fund (SAF) levy
- Migration agent fees relating to the sponsorship and nomination stages
- Pre-employment travel arranged by the employer, where applicable
- Onboarding, induction and compliance management associated with the sponsored hire

4.2 What candidates may lawfully pay for

Candidates may pay only for services that are genuinely rendered to them as individuals, that are not conditioned on the occurrence of a sponsorship-related event, and that are disclosed in writing in advance under a separate services agreement. Lawful categories include:

- The candidate's own visa application charges payable to the Department of Home Affairs
- Professional fees of a Registered Migration Agent for the candidate's own visa application (subclass 482, 186, 494, 491, 189, 190 or other), charged by the RMA under the RMA's own client agreement and Code of Conduct
- English-language testing (PTE, IELTS, OET, CCL)
- Skills assessment fees payable to the relevant assessing authority (TRA, VETASSESS, ANMAC, EA, ACS, AHPRA, ACECQA and others)
- Police clearances, medical examinations, document apostille and translation
- Optional pre-arrival relocation and credentialing services offered by SkillsNest, where genuinely delivered against a documented scope of work
- Optional post-arrival settlement services where genuinely delivered against a documented scope of work

4.3 What candidates will never be charged

Prohibited candidate charges

SkillsNest will not — directly, indirectly, through any third party, by any wording or structuring, regardless of candidate consent — ask for or receive any payment, benefit, or favour from a candidate or worker in return for:

- the introduction of the candidate to an employer for a sponsored role;
- the signing of a job offer for a sponsored role;
- the lodgement, approval or grant of a Standard Business Sponsorship;
- the lodgement, approval or grant of a Nomination;
- the lodgement, approval or grant of a Labour Agreement or DAMA endorsement;
- the lodgement, approval or grant of any sponsored visa subclass;
- the continuation, renewal, transition, or extension of any sponsored visa;
- the candidate's pathway to permanent residency or citizenship.

Each of the above is a sponsorship-related event within the meaning of s.245AR of the Migration Act 1958 (Cth). Soliciting or receiving a benefit in return for any of them is a criminal offence carrying up to 2 years' imprisonment and a civil penalty of 240 penalty units (per contravention).

4.4 Cost recovery and clawback

SkillsNest will not advise or assist any employer to recover sponsorship-related costs from a sponsored worker by salary deduction, reimbursement, clawback clause, loan agreement, or other mechanism, in breach of Regulation 2.87A of the Migration Regulations 1994 or s.324 of the Fair Work Act 2009. Where an employer requests assistance with cost recovery, SkillsNest will refer the employer to independent legal advice and decline to act on the request.

4.5 Offshore partners

Overseas sourcing partners acting on SkillsNest's behalf are contractually prohibited from charging candidates any recruitment, placement, processing, or introduction fee. SkillsNest pays its partners directly from its employer-side revenue. Partner contracts contain right-of-audit, immediate termination for breach, and a candidate-complaint channel direct to SkillsNest. Section 11 of this Policy sets out the partner standards in detail.

5. Principle 2 — Transparency

5.1 Written agreements

Every commercial relationship begins with a written agreement that the counterparty has had the opportunity to read, ask questions about, and (where reasonable) seek independent advice on:

- **Employer Engagement Letter:** scope of services, fee schedule, milestones, refund and re-search guarantees, dispute resolution.
- **Candidate Services Agreement:** services to be delivered to the candidate, fees, refund conditions, conflict-of-interest disclosure, complaints channel, data-use clauses, signed before any payment is taken.
- **RMA Contractor Agreement:** scope of immigration assistance, MARN under which advice is given, conflict-of-interest framework, fee arrangements, supervision of file management.
- **Offshore Sourcing Partner Agreement:** no-charge-to-candidate clause, audit rights, complaint escalation, termination for breach, modern-slavery and anti-trafficking warranties.

5.2 Fee disclosure

All fees charged by SkillsNest, by any contracted RMA, and by any partner acting on SkillsNest's behalf are disclosed in writing prior to engagement. Disclosure includes the amount, the GST treatment, the trigger for payment, refund conditions, what the fee covers, and what it does not cover.

SkillsNest does not bundle, hide, or rename fees to obscure their purpose. Pass-through costs (visa application charges, skills assessment fees, English-test fees, police checks) are disclosed at cost with no margin and supported by invoice or receipt where requested.

5.3 Truthful advertising

SkillsNest's own advertising — including its website, social media, candidate-facing materials, employer-facing materials and offshore partner messaging — does not misrepresent any of the following:

- Whether a job offer or visa outcome can be guaranteed (it cannot)
- The processing times for sponsorship, nomination, and visa stages (which are set by the Department of Home Affairs and not under SkillsNest's control)
- The likelihood of a particular candidate meeting an employer's requirements
- The likelihood of permanent residency or citizenship at any future date
- The qualifications, registrations, or experience of SkillsNest staff or contracted RMAs
- The endorsement of SkillsNest by any government, regulator, or Designated Area Representative, unless that endorsement is current and in writing

5.4 Candidate Information Pack

Every candidate who registers with SkillsNest receives, in writing and in a language they can readily understand, a Candidate Information Pack covering:

- Who SkillsNest is, what services it offers and does not offer
- Fees the candidate may be asked to pay, and fees the candidate will never be asked to pay (a plain-English version of Section 4)
- The role of the Registered Migration Agent and the candidate's right to choose their own
- How candidate data is used and stored
- How to raise a complaint or concern with SkillsNest, OMARA, the Fair Work Ombudsman, or the Australian Border Force
- The Department of Home Affairs' published rights of sponsored workers

6. Principle 3 — Truthfulness in Job and Visa Information

6.1 Job description accuracy

Before SkillsNest puts a candidate forward to an employer, the role is documented to the candidate in writing — in language the candidate can readily understand — covering:

- Job title, occupation, ANZSCO classification
- Location, including whether regional or metropolitan, and any FIFO or DIDO arrangement
- Hours, shifts, on-call expectations
- Base salary, superannuation, overtime, allowances, and the applicable award or enterprise agreement
- Probationary period, including the duration of any trial period before sponsorship is confirmed
- Visa pathway proposed (subclass, stream, expected timing)
- Conditions of employment: accommodation arrangements, transport, uniforms, training, leave entitlements
- What the candidate is, and is not, expected to fund themselves

6.2 Trial periods

Some employer engagements involve a trial period of employment (commonly 4 to 8 weeks) before a sponsorship application is confirmed. Where a trial period is used:

- The trial is paid at no less than the lawful minimum (the applicable Modern Award, or any higher rate specified in an enterprise agreement)
- The candidate is told, in writing and in plain language, what the trial measures, how performance will be assessed, who decides whether sponsorship will follow, and what happens if it does not
- Termination during the trial is permissible by either party with notice as set out in the employment contract; SkillsNest does not impose financial penalties on a candidate whose trial does not convert to sponsorship
- Trial-related fees are not charged to candidates

6.3 Visa expectations management

Visa outcomes are decisions of the Department of Home Affairs. SkillsNest and its contracted RMAs do not guarantee any visa grant. Candidates are told, before engagement:

- Current Department processing time ranges for the relevant stream
- Material risks to the candidate's individual eligibility (English requirement, skills assessment, age, character, health)

- The consequences of a visa refusal — including loss of fees that have already been incurred for legitimately delivered services
- That the candidate retains the right to seek independent migration advice at any time and at their own cost

7. Principle 4 — Worker Freedom and Dignity

7.1 Freedom of choice

SkillsNest does not, and does not permit any partner to:

- Coerce, pressure, or deceive a candidate into accepting any role
- Penalise a candidate, financially or otherwise, for declining an offer
- Limit a candidate's right to apply for other roles, including with other agencies
- Make any offer of employment contingent on the candidate marrying, divorcing, having or not having children, or any other lifestyle decision

7.2 No retention of identity documents

SkillsNest, its staff, contractors and partners do not retain a candidate's original passport, identity documents, qualification certificates, or any other personal documents. Where copies are required for an application, copies are obtained and the originals are returned to the candidate immediately. Where original documents are required by an assessing authority, they are submitted directly by or with the candidate.

7.3 No debt bondage

SkillsNest does not advance loans to candidates against their future earnings, nor does it permit employers or partners to do so under any arrangement that ties the worker to a particular role or employer. Optional finance for English testing, skills assessment fees, or travel may be offered only by an independent regulated lender selected by the candidate, at market terms, with no penalty imposed by SkillsNest, the employer or the partner if the worker terminates employment.

7.4 Right to leave employment

Sponsored workers in Australia hold the same right to resign as any other employee. SkillsNest informs every sponsored worker, in writing, that:

- The Skills in Demand (subclass 482) visa allows up to 180 days to find a new sponsor if employment ends
- The worker may approach a new employer at any time without permission from the current sponsor
- Australian workplace law applies to them in the same way it applies to local workers
- The Assurance Protocol of the Department of Home Affairs means that reporting an employer for exploitation will not, in itself, lead to visa cancellation

7.5 Decent work and conditions

SkillsNest will not place a worker into a role unless, to its reasonable knowledge, the role provides:

- Wages at or above the applicable Modern Award or enterprise agreement, and at or above the Core Skills Income Threshold or Specialist Skills Income Threshold where the visa subclass requires it
- Safe and lawful working conditions consistent with Work Health and Safety legislation in the relevant state or territory
- Compliance with the National Employment Standards including annual leave, personal leave, public holidays, and notice of termination
- Lawful accommodation where the employer offers accommodation (no overcrowding, no excessive deductions from wages, secure tenure)
- Reasonable hours and proper compensation for overtime

8. Principle 5 — Non-Discrimination

8.1 Lawful basis for selection

SkillsNest selects, presents and recommends candidates on the basis of the inherent requirements of the role and the candidate's ability to meet them. Inherent requirements may include qualifications, skills assessment outcome, work experience, English-language proficiency to the level lawfully required, professional registration where required (AHPRA, ACECQA, state licensing for trades), willingness to relocate, and right to work in Australia or eligibility for the relevant visa subclass.

8.2 Protected attributes

SkillsNest does not discriminate against candidates or workers, in any stage of recruitment or in any aspect of working conditions, on the basis of:

- Race, colour, descent, national or ethnic origin, immigration status (subject only to right-to-work)
- Sex, gender identity, intersex status, sexual orientation
- Marital, relationship or family status, pregnancy, parental status, breastfeeding status
- Religion or belief
- Age (subject only to genuine occupational requirements)
- Disability (subject only to inability to perform the inherent requirements with reasonable adjustment)
- Trade union membership or activity, industrial activity, political opinion
- Criminal record (subject only to legitimate role-related vetting and Working with Children, Vulnerable People or NDIS Worker Screening requirements)

8.3 Employer requests inconsistent with non-discrimination

Employers occasionally request candidates with attributes that may amount to unlawful discrimination — for example, candidates of a particular gender, age or national origin for non-genuine reasons. SkillsNest staff respond to such requests by:

1. Acknowledging the underlying business need the employer is trying to express
2. Explaining the legal limits on attribute-based selection in writing
3. Reframing the request around the inherent requirements of the role
4. Declining to act on the request if it remains discriminatory after reframing
5. Escalating to the Director if the employer insists

8.4 Inclusive job design

SkillsNest assists employer clients to write inclusive job advertisements that focus on competencies and outcomes, that are free of coded language preferencing one group, and that comply with the Australian Human Rights Commission's recruitment guidance.

9. Principle 6 — Privacy, Data and Dignity

9.1 Collection limited to declared purposes

SkillsNest collects only the personal information reasonably necessary to deliver the services the candidate or employer has engaged it for. Sensitive information (health, religious belief, racial or ethnic origin, criminal record, biometric data) is collected only with the express consent of the individual and only where lawful and necessary for a specific service (for example, NDIS Worker Screening for disability-services roles).

9.2 Storage, access and security

Candidate and employer data is held in encrypted, access-controlled systems. Access is granted on a need-to-know basis. Staff with access to personal data are trained annually in their Privacy Act and Australian Privacy Principles obligations. SkillsNest maintains a data-breach response plan in accordance with the Notifiable Data Breaches scheme and notifies the Office of the Australian Information Commissioner and affected individuals as required by law.

9.3 Sharing

Personal information is shared with third parties only:

- With the express consent of the individual (for example, sharing a CV with a prospective employer)
- Where required by law (for example, in response to a valid notice from the Australian Border Force or Fair Work Ombudsman)
- With contracted suppliers operating under written confidentiality and data-protection terms equivalent to SkillsNest's own standards

9.4 Cross-border data transfer

Where data is sent offshore — for example to a Philippines-based sourcing partner or an Indian back-office contractor — SkillsNest ensures contractually that the recipient applies privacy and security standards no lower than the Australian Privacy Principles, including restrictions on onward transfer, deletion at end of engagement, and audit rights.

9.5 Retention and deletion

Personal information is retained only for as long as it is needed for the purposes for which it was collected, or as required by law (typically seven years for tax and visa compliance records). At end of retention, data is securely deleted or de-identified.

9.6 Right of access and correction

Candidates and workers have the right, on request, to access the personal information SkillsNest holds about them, to correct inaccuracies, and to request deletion (subject to legal retention obligations). Requests are actioned within 30 days.

10. Principle 7 — Independent Migration Advice

10.1 Separation of roles

SkillsNest is a sourcing and workforce-services business. It is not a Registered Migration Agent. Where migration advice is provided in connection with a SkillsNest engagement, that advice is given by a Registered Migration Agent operating under their own MARN, under their own client agreement with the relevant party (employer or candidate), and in compliance with the OMARA Code of Conduct (Migration Agents Code of Conduct Regulations 2021).

10.2 Conflict-of-interest framework

Migration agent conflict of interest is a known structural risk in this industry. SkillsNest manages it as follows:

- Each contracted RMA discloses, in writing on every file, the nature of the engagement and any actual or potential conflict of interest
- Where the employer and candidate are both clients of the same RMA in the same matter, a written conflict-of-interest disclosure is made to both parties, both parties acknowledge the conflict in writing, and the RMA may proceed only if both parties consent and only to the extent that the RMA's duties to each can be discharged without prejudice to either
- Where a conflict cannot be managed, the RMA acts for one party only. The other party is referred to an independent RMA at the other party's cost
- SkillsNest will not direct or pressure any RMA to act in a way that compromises the RMA's duties under the OMARA Code of Conduct

10.3 No unregistered immigration assistance

SkillsNest staff and contractors who are not Registered Migration Agents will not provide immigration assistance as defined by section 276 of the Migration Act 1958. They will not advise candidates on visa eligibility, choice of subclass, application strategy, or any matter requiring migration agent registration. Where a candidate or employer asks such a question, the response is a referral to the contracted RMA.

10.4 Candidate's right to independent advice

Candidates retain the right at all times to seek independent migration advice at their own cost, including the right to be represented by an RMA other than one contracted to SkillsNest. SkillsNest cooperates with any RMA properly representing the candidate's interests.

11. Principle 8 — Partner Standards and Due Diligence

11.1 Pre-engagement due diligence

Before SkillsNest engages any partner — offshore sourcing agency, RTO, English-test provider, accommodation provider, settlement-service partner — SkillsNest conducts due diligence proportionate to the risk of the engagement. Mandatory checks for overseas sourcing partners include:

- Verification of local recruitment licence (POEA in the Philippines, Ministry of External Affairs RA registration in India, equivalent in other jurisdictions)
- Confirmation that the partner does not charge candidates for SkillsNest-related placements
- Director and beneficial-ownership identification and adverse-media screening
- Reference checks with at least two independent counterparties (Australian employers or other sending agencies)
- Site visit or video walkthrough of the partner's operations prior to first placement, where practical
- Modern slavery and human-trafficking risk assessment

11.2 Partner contracts

Every partner contract contains, as a minimum, the following clauses:

- Compliance with this Ethical Recruitment Policy, attached as a schedule to the contract
- No candidate fees, save those explicitly listed and permitted by law
- Cooperation with audits and unannounced inspections by SkillsNest or its nominated independent auditor
- Immediate notification to SkillsNest of any complaint, investigation, or adverse regulatory action involving the partner
- Termination for breach, with a 30-day cure period for minor breaches and immediate termination for material or repeated breach
- Indemnity to SkillsNest for losses caused by the partner's breach of this Policy or applicable law
- Survival of confidentiality, data protection and candidate-welfare obligations beyond termination

11.3 Ongoing monitoring

Partner performance is reviewed annually, against indicators that include candidate complaints received, audit findings, time-to-placement, attrition of placed candidates within 12 months, and any regulatory action in the partner's jurisdiction. Material findings are escalated to the Director and may result in suspension or termination.

11.4 RTOs and bridging programs

Where SkillsNest refers candidates to a Registered Training Organisation for a bridging program or qualification, SkillsNest verifies that the RTO is registered with ASQA, holds the relevant scope of registration, and is in good standing. SkillsNest does not receive undisclosed commissions or inducements from any RTO. Where any rebate or referral fee is paid to SkillsNest by an RTO, it is disclosed to the candidate in writing before the candidate enrolls.

12. Principle 9 — Grievance, Whistleblowing and Remedy

12.1 Accessible complaints channel

Every candidate, worker, employer client, partner, and member of staff has access to a complaints channel that is:

- Free of charge
- Available in writing and by telephone
- Available in English, and through an interpreter where reasonably requested
- Confidential to the extent permitted by law
- Free from retaliation against the complainant

The channel is published on SkillsNest's website, in the Candidate Information Pack, in employer engagement letters, and in partner contracts. Complaints may be addressed to the Director, or — for matters involving the Director — to the Chair of the Board.

12.2 How complaints are handled

A standing complaints-handling procedure applies:

6. Acknowledgement of the complaint within 3 business days
7. Allocation to an investigator who is independent of the subject matter
8. Documented investigation, preserving evidence and treating all parties fairly
9. Outcome communicated in writing to the complainant within 30 business days (or, where the matter is more complex, with a written progress update at 30 days and resolution within 60)
10. Where a complaint is upheld, remedy proportionate to the harm (apology, refund, withdrawal from a particular partner, reporting to regulators, or such other remedy as the circumstances require)
11. Closure recorded, root-cause logged, and improvement actions tracked

12.3 External channels — published, not concealed

Candidates and workers are told that they may, in addition to or instead of complaining to SkillsNest, raise concerns with:

- The Fair Work Ombudsman (workplace pay and conditions, sham contracting, unlawful deductions)
- The Australian Border Force (visa breaches, sponsor non-compliance, payment-for-visas concerns)
- The Office of the Migration Agents Registration Authority — OMARA — for concerns about a Registered Migration Agent

- The Australian Human Rights Commission, or the relevant state Anti-Discrimination Board, for discrimination concerns
- The Office of the Australian Information Commissioner for privacy concerns
- WorkSafe in the relevant state or territory for workplace safety concerns
- The relevant labour-hire authority (Victoria LHA, Queensland LHLCU, Consumer and Business Services SA, Access Canberra) for labour-hire concerns

SkillsNest does not, and will not, threaten or imply any disadvantage to any person who raises a concern with any of these bodies.

12.4 Whistleblowers

Staff and contractors who report, in good faith, suspected misconduct (including breaches of this Policy, breaches of law, fraud, exploitation, modern slavery, or corruption) are protected from detriment. The whistleblower-protection provisions of the Corporations Act 2001 and the Taxation Administration Act 1953 apply as relevant. SkillsNest's Whistleblower Procedure (a separate document) sets out the protections in detail.

12.5 Remedy

Where SkillsNest has caused or contributed to harm — for example, by placing a worker into a role that proves to be misdescribed, by failing to identify a partner's misconduct, or by an error in advice — SkillsNest provides remedy. Remedy may include: refund of fees, contribution to replacement migration agent fees, contribution to relocation costs, written apology, change of operating practice, and termination of the responsible partner. Remedy is calibrated to the harm, not to the cost of providing it.

13. Modern Slavery, Human Trafficking and Vulnerable Workers

13.1 Recognition of risk

Migration-linked recruitment is recognised globally as an industry of elevated modern-slavery risk. SkillsNest places candidates from low- and middle-income countries into roles in industries (aged care, meat processing, agriculture, hospitality, construction) that the Australian Border Force's Modern Slavery Risk Indicator Tool identifies as higher-risk. SkillsNest accepts that this risk applies to its own operations and to its supply chain.

13.2 Zero tolerance

SkillsNest does not engage in, and does not knowingly tolerate in any partner or supplier, any form of modern slavery — including forced labour, debt bondage, deceptive recruiting practices for labour or services, servitude, slavery, human trafficking, or the worst forms of child labour. Any reasonable suspicion of any of the above is reported to the Australian Federal Police and, where appropriate, to the Australian Border Force.

13.3 Indicators monitored

Operational practice incorporates monitoring for known indicators of modern slavery, including:

- Workers in debt to a recruiter or employer
- Retention of identity documents by any party other than the worker
- Excessive working hours, withheld pay, irregular pay practices
- Worker dependence on the employer for all aspects of life (accommodation, transport, food, banking)
- Restrictions on the worker's movement, communication or association
- Workers who do not know the terms of their own contract or the name of their lawful employer
- Workers who appear to be coached on what to say to inspectors
- Underage workers

13.4 Modern Slavery Statement

Where the reporting threshold of the Modern Slavery Act 2018 (Cth) is met (consolidated annual revenue of A\$100 million), SkillsNest will lodge a Modern Slavery Statement. Below the threshold, SkillsNest will publish an Annual Ethical Recruitment Report covering the same subject matter on a voluntary basis from year two of operations.

13.5 PALM-scheme workers and other vulnerable cohorts

Workers placed under the Pacific Australia Labour Mobility scheme face documented additional vulnerability — including employer-tie restrictions, lack of Medicare, language and cultural distance, and limited residency prospects. Where SkillsNest is involved in PALM placements (whether as a direct Approved Employer in future or as a partner to an existing Approved Employer), it commits to:

- Working only with Approved Employers that have a published worker-welfare framework and an independent worker-advocate available to workers
- Ensuring workers understand their rights and the terms of their visa in their first language at induction
- Periodic worker check-ins independent of the host employer, with results reported to SkillsNest
- Immediate escalation of any concern about welfare, pay, accommodation, deductions, or freedom

14. Governance, Accountability and Review

14.1 Accountability for this Policy

Role	Accountability
Board of Directors	Approve this Policy, receive an annual report on its operation, approve material amendments.
Director (Policy Owner)	Ensure the Policy is operated, resourced and updated. Personal accountability for material breaches. Chairs the quarterly Ethical Recruitment Review.
Director — Operations	Day-to-day implementation: agreements, fee schedules, candidate communications, partner contracts, complaint handling.
Contracted RMAs	Compliance with the OMARA Code of Conduct, accurate immigration advice, written conflict-of-interest management, reporting to SkillsNest of any matter that may engage this Policy.
Offshore partners	Compliance with this Policy as incorporated into the partner contract. Notify SkillsNest of any complaint, investigation or material change.
All staff and contractors	Read this Policy on commencement, attend annual refresher training, raise concerns through the complaints channel without fear of reprisal.

14.2 Training

All staff and contractors complete induction training on this Policy on commencement, and annual refresher training thereafter. Training includes scenario-based exercises on the s.245AR boundary, conflict-of-interest disclosure, candidate complaints, partner-audit triggers, and recognising indicators of modern slavery. Completion is recorded; non-completion is escalated.

14.3 Quarterly Ethical Recruitment Review

The Director chairs a quarterly review attended by the Director — Operations, the contracted RMAs, and (rotating) one representative of an offshore partner. The agenda is fixed:

- Complaints received, status, root cause, remedy
- Partner performance, including audit findings and corrective actions
- Regulatory changes and what they mean for operations
- Material risks identified in the last quarter
- Training completion and gaps
- Recommended changes to this Policy

14.4 External assurance

From year two, SkillsNest will commission an annual independent review of its ethical-recruitment practice, conducted by a suitably qualified migration lawyer or recruitment-industry compliance practitioner who is not otherwise engaged by SkillsNest. The review report is provided to the Board and a summary is published on SkillsNest's website.

14.5 Policy review and amendment

This Policy is reviewed at least every 12 months, and additionally on:

- Material change to the Migration Act, Migration Regulations, Fair Work Act, Modern Slavery Act, Privacy Act, OMARA Code of Conduct, labour-hire licensing legislation, or applicable Modern Awards
- Any upheld complaint that reveals a gap in the Policy
- Any finding from external assurance recommending amendment
- Material change to SkillsNest's business model, geographies of operation, or partner network

Material amendments are approved by the Board. Minor amendments (typographical, clarifying, or updating cross-references to legislation) may be approved by the Director with notification to the Board at the next meeting.

14.6 Breach

Breach of this Policy is a serious matter. Depending on severity, consequences may include:

- For staff: counselling, formal warning, termination of employment, reporting to the relevant regulator
- For contractors and RMAs: contract termination, reporting to OMARA, withholding of fees, recovery of losses
- For partners: suspension, termination of contract, public removal from approved-partner list, reporting to local regulator in the partner's jurisdiction
- For employer clients: termination of engagement, return of unspent fees, refusal to act for the employer in future

Where a breach also constitutes a breach of law, SkillsNest will report the matter to the appropriate authority and cooperate with any investigation.

15. Definitions and Legal References

15.1 Definitions used in this Policy

Term	Meaning
Candidate	Any individual whose details are registered with SkillsNest for placement, sponsorship support, or pre-arrival services, before, during or after placement with an employer.
Worker	A candidate who has commenced employment with an employer in connection with a SkillsNest engagement.
Employer client	An Australian business engaging SkillsNest for sourcing, sponsorship, recruitment or offshore-staffing services.
Partner	Any third party engaged by SkillsNest under contract to provide services in connection with SkillsNest's business — including overseas sourcing agencies, RTOs, English-test providers, accommodation providers, and settlement-service partners.
RMA	A Registered Migration Agent registered with the Office of the Migration Agents Registration Authority (OMARA) and holding a current MARN.
Sponsorship-related event	Any event referred to in section 245AR of the Migration Act 1958, including (without limitation) the sponsoring, nominating, identifying or otherwise supporting of a person for the purposes of the grant or continuation of a visa.
Employer Pays Principle	The internationally recognised principle that no worker should pay for a job — the costs of recruitment and engagement should be borne by the employer.
Modern slavery	Conduct that would constitute an offence under Division 270 or 271 of the Criminal Code Act 1995 (Cth), and the worst forms of child labour as defined in ILO Convention 182.
Sensitive information	As defined in the Privacy Act 1988 (Cth), including information about an individual's racial or ethnic origin, political opinions, religious belief, sexual orientation, criminal record, health, genetic or biometric information.

15.2 Legal references underpinning this Policy

- Migration Act 1958 (Cth), including s.245AQ (definitions), s.245AR (prohibition on benefit for sponsorship-related event), s.276 (immigration assistance)
- Migration Regulations 1994 (Cth), including Regulation 2.87 and Regulation 2.87A (sponsorship obligations regarding cost recovery)
- Migration (Migration Agents Code of Conduct) Regulations 2021, prescribing the Code of Conduct for Registered Migration Agents
- Fair Work Act 2009 (Cth), including Part 2-2 (National Employment Standards), Part 2-9 (Other terms and conditions), s.324 (deductions from wages)

- Modern Slavery Act 2018 (Cth)
- Privacy Act 1988 (Cth) and the Australian Privacy Principles
- Age Discrimination Act 2004 (Cth); Australian Human Rights Commission Act 1986 (Cth); Disability Discrimination Act 1992 (Cth); Racial Discrimination Act 1975 (Cth); Sex Discrimination Act 1984 (Cth)
- Labour Hire Licensing Act 2017 (Qld); Labour Hire Licensing Act 2018 (Vic); Labour Hire Licensing Act 2017 (SA); Labour Hire Licensing Act 2020 (ACT)
- Work Health and Safety Acts in each state and territory; NDIS Worker Screening; Working with Children Check legislation by state
- ILO General Principles and Operational Guidelines for Fair Recruitment (2019)
- IRIS — International Recruitment Integrity System Standard, administered by the International Organization for Migration
- Dhaka Principles for Migration with Dignity, Institute for Human Rights and Business
- Pacific Australia Labour Mobility (PALM) Scheme Deed and Guidelines

16. Acknowledgement

This page is to be signed by every person to whom this Policy applies (staff on commencement, contractors and partners on contract execution, RMAs on engagement, and employer clients on signing the engagement letter), and held on file by SkillsNest. Re-acknowledgement is required on the annual refresher training and on any material amendment to this Policy.

Acknowledgement

I confirm that I have read and understood the SkillsNest Ethical Recruitment Policy. I agree to be bound by it in the conduct of any work for, or on behalf of, SkillsNest Pty Ltd. I understand that breach of this Policy may result in termination of employment or engagement, contractual consequences, and — where applicable — reporting to a regulator.

Name (printed):	Role / Organisation:
Signature:	Date:

— End of SkillsNest Ethical Recruitment Policy, Version 1.0 —