

Terms and Conditions of Business for Temporary Workers

1. Interpretation

In these terms of business ('the Terms') the following expressions shall be given the following meanings:

- 1.1.1 'Assignment' means the period during which a Temporary performs services or carries out work for or on behalf of the Client or agreed between the Client and the Company, commencing at the time the Temporary first reports to the Client to take up duties (or, if earlier, the commencement by the Temporary of such work or services) and ending upon the cessation by the Temporary of all such work and services.
- 1.1.2 'The Client' means any person, firm or corporation who approaches the Company with a view to placing an order with the Company for the introduction or supply of a Temporary.
- 1.1.3 'The Company' means CAU Pty Ltd trading as ConsultANZ or any of its subsidiary, associated or holding companies.
- 1.1.4 'Month' means a calendar month.
- 1.1.5 'Temporary' means any person, which expression shall include a limited company, who is introduced or supplied by the Company to the Client with a view to carrying out work for the Client.
- 1.1.6 'Week' means 7 consecutive days.
- 1.2. In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.3. All and any business undertaken by the Company is transacted subject to these Terms, all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a Director or other authorised officer of the Company. No variation in these Terms shall be valid if made without the written consent of a Director or other authorised officer of the Company.

- 1.4. The interviewing by or on behalf of the Client or the acceptance by or on behalf of the Client or the commencement of work (whichever first occurs) of any Temporary shall be deemed acceptance of and agreement to these Terms.
- 1.5. The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 1.6. The Company may introduce a Temporary to the Client as the Temporary's agent (in which case all the terms of this agreement save clause 5.2 will apply) or supply a Temporary as principal (in which case all the terms of this agreement save clause 5.1 will apply). The capacity of the Company for any each Assignment will be agreed at the outset and stated on the time sheet and invoice.
- 1.7. These Terms supersede all previous terms of business.

2. Obligations of the Company

- 2.1. The Company will use reasonable endeavours to introduce to the Client a suitable Temporary to carry out work for the Client of such nature as the Client shall notify to the Company when placing its order for a Temporary.
- 2.2. Where the Temporary is required to operate motor vehicles, the Client shall take all reasonable steps to enquire whether the Temporary is the holder of a current licence to drive a vehicle of the class or description duly by the Client.
- 2.3. Subject to clause 4.1 and clause 5 the Company will pay each Temporary the fees or hourly/daily charge and other payment and reimbursement of disbursements to which he is entitled by reason of carrying out work for the Client.
- 2.4. Where appropriate, the Company will make deductions and account to the ATO for income tax under Schedule E in respect of the remuneration of each Temporary.
- 2.5. Where appropriate, the Company will make deductions and account for all necessary statutory deductions relevant to the remuneration of each Temporary.
- 2.6. The Company shall be responsible for obtaining any work permits.

3. Obligations of the Client

- 3.1 The Client shall specify its exact requirements by providing full details of the work for which the Temporary is required and, in particular, by notifying the Company of any special skills required for such work when placing its order.
- 3.2 The Client shall not allow any Temporary to undertake any work other than that which has been notified by the Client in accordance with clause 3.1 to the Company in placing its order for such Temporary.
- 3.3 The Client shall verify at the time that the Temporary begins to render services for or on behalf of the Client that the Temporary is suitable for the purposes for which he is required and that he has the capability to carry out the duties required, including the operation of any machinery or vehicles. The Client must ensure that the Temporary satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 3.4 The Client hereby undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services rendered by a Temporary.
- 3.5 The Client undertakes that in the event of the Client engaging (whether for a definite or indefinite period) any Temporary or effectively introducing (directly or indirectly) any Temporary introduced or supplied to the Client by the Company to another person, firm or corporation, including any subsidiary, associated or holding company of the Client, resulting in full or part-time employment ('Engagement') by the Client or by that person, firm or corporation (which the Client shall immediately notify to the Company) the Client shall pay to the Company an introduction fee if the Engagement occurs within 6 months of the date on which services were last provided to the Client by the Temporary. The introduction fee shall be equal to 17.5% of the Temporary's first year remuneration on which GST shall be paid in addition at the prevailing rate.
- 3.6 The Client must give one week's notice of the cancellation of an assignment unless otherwise agreed in writing by the Company.

4. Time sheets

- 4.1 The Temporary shall be paid under the terms of clause 5 as appropriate by the Company immediately upon receipt of a time sheet signed by the Client which shall be deemed conclusive evidence:

- 4.1.1. That the Client is satisfied with the work carried out by the Temporary;
 - 4.1.2. That the Client agrees to and accepts these Terms;
 - 4.1.3. That the Client will pay the charges in accordance with clause 5 in full and without dispute, set off or deduction; and
 - 4.1.4. That the Client has recorded all unpaid breaks on the time sheet
- 4.2. The failure by the Client to sign any time sheet shall not however preclude the Company charging the Client in full for all time actually worked by any Temporary in accordance with these Terms.
- 4.3. The absence of recorded breaks on any time sheet shall be deemed conclusive evidence that there were no such breaks.

5. Fees

- 5.1. The Client shall pay to the Company for the introduction of the Temporary:
- 5.1.1 On behalf of the Temporary, the fees, payments and other reimbursements of disbursements to which he is entitled for carrying out work for the Client together with the amount of any statutory deductions required to be paid by the Company
 - 5.1.2. The Company's commission for introducing the Temporary to the Client and for arranging the payments falling within clause 5.1.1; this will be a recurring charge for the duration of the Assignment. GST shall be paid in addition at the prevailing rate where and to the extent applicable.
- 5.2. The Client shall pay to the Company for the supply of a Temporary the W/daily charge in respect of each Temporary notified to the Client at the time of booking together with the amount of any statutory deductions required to be paid by the Company and such travel and other expenses as may be agreed between the Client and the Company. GST shall be paid in addition at the prevailing rate where and to the extent applicable.
- 5.3. Unless otherwise stated the hourly/daily charge referred to in this clause 5 shall only apply to work carried out between the hours of 7am and 7pm, Monday to Friday. The minimum charge for shifts worked in this period will be 9.5 hours per day and all hours worked outside this period must be agreed separately with the Company.

- 5.4. All monies due hereunder shall be paid by the Client within 30 days of the date of invoice by the Company. Any breach of this clause 5.4 shall entitle the Company to terminate without prior notice each and every Assignment concluded under these Terms between the Company and the Client.
- 5.5. The Company reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out in clause 5.4 (both before and after any judgment) from the date of invoice up to and including the day of payment at the rate of 4% a year above the base rate from time to time of Commonwealth Bank of Australia plc.

6. Unsatisfactory Temporary procedure

- 6.1. If the Client, acting reasonably, decides that a Temporary is unsatisfactory to do the work required by the Client (subject at all times to the Client complying with its obligations set out in clauses 3.1 to 3.4) ('an unsuitable Temporary'), then the Client shall notify the Company in writing of that fact giving the full grounds for dissatisfaction with the Unsuitable Temporary (a 'Dissatisfaction Notice').
- 6.2. Within five working days of receipt by the Company of a Dissatisfaction Notice, the Company shall either:
 - 6.2.1. Provide a suitable replacement for the Unsuitable Temporary, in which case clause 5 shall continue to apply without interruption;
 - 6.2.2. If no such suitable replacement is available, inform the Client in writing of that fact, in which case clause 5 shall cease to apply in respect of the Unsuitable Temporary with effect from the date on which the Company receives the Dissatisfaction Notice; or
 - 6.2.3. If the Company disagrees with the grounds as set out in the Dissatisfaction Notice, inform the Client, in which case the Assignment shall be terminated.
- 6.3. The Client shall give the Company such cooperation as the Company may reasonably request (including but not limited to the production of relevant documents and the attendance of witnesses) at the Client's expense in any internal disciplinary proceedings, employment tribunal proceedings or other legal proceedings in relation to any Unsuitable Temporary's performance or conduct.

7. Liability and indemnity

- 7.1 Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary to the Client or with any failure by the Company to introduce or supply a Temporary for all or part of the period booked (save that in the latter case the Client may be entitled to a reduction or cancellation of the charge payable under clause 5) and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- 7.1.1. Failure of the Temporary to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;
 - 7.1.2. Any act or omission of a Temporary, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
 - 7.1.3. Any loss, injury, damage, expense or delay incurred or suffered by a Temporary; PROVIDED THAT nothing in this clause 7 shall be construed as purporting to exclude or restrict any liability of the Company to the Client for personal injury or death resulting from negligence nor any statutory liability or any exclusion or limitation which is prohibited by law.
- 7.2. In consideration of the Company entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:
- 7.2.1. Any loss, injury, expense or delay suffered or incurred by a Temporary, howsoever caused;
 - 7.2.2. Any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Temporary, whether wilful, reckless, fraudulent, negligent, dishonest or otherwise; and
 - 7.2.3. Any loss, injury or delay suffered or incurred by the Company as a result of any act or omission of the Client, PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly out of or in any way connected with the relevant Assignment.



- 7.3. The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the charges payable to the Company hereunder and shall accept risk and/or insure accordingly.

8. Miscellaneous

- 8.1. The Company reserves the right to review and to revise these Terms without prior notice.
- 8.2. These Terms shall be governed by and construed in accordance with the laws of Australia.