

DATE:

BETWEEN: Constructive Recruitment Pty Ltd
(“the Supplier”)

AND:
(“the Client”)

OPERATIVE

1. DEFINITIONS

1.1 “assignment” means the on-hire placement of one or more of the workers to perform work at your premises or anywhere else as specified by you;

1.2 “assignment description” means the description of the work to be performed as set out in a document that specifies:

- (a) the services to be provided by each of the workers;
- (b) the job description of each of the workers;
- (c) the time and date upon which the assignment is to commence;
- (d) the time and date upon which the assignment is to terminate (if applicable);
- (e) the location(s) where the work is to be performed;

1.3 “conditions of assignment” mean the conditions as set out in this Agreement as may be varied and as they apply to assignments;

1.4 “GST” has the same meaning as in the GST Act;

1.5 “GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*;

1.6 “material degree” means, when used with reference to any breach, act, error, or omission alleged to have caused or contributed to damage, loss or injury of any description, that it can be established by the evidence, on the balance of probabilities, that some causal connection or contribution exists between the relevant breach, act, error or omission and the relevant damage, loss or injury - provided that the causal connection or contribution is not trifling;

1.7 “worker” means one of our employees or independent contractors;

1.8 “related body corporate” has the same meaning as in the *Corporations Act 2001 (Commonwealth)*;

1.9 “relevant jurisdiction” means the Australian state or territory jurisdiction in which work in accordance with the assignment is to be performed;

1.10 “tax invoice” has the same meaning as in the GST Act;

1.11 “us”, “our” or “we” refers to the supplier named in the Schedule;

1.12 “you” or “your” refers to the client named in the Schedule and, where the context indicates, a related body corporate of that client.

2. APPLICATION

2.1 The conditions of assignment become effective when you return a signed copy of this document to us, or accept one of the workers on assignment, after having received a copy of this document.

2.2 This Agreement will continue to remain in force for all future Assignments, until it has been validly terminated (excepting that some clauses will survive the termination of this Agreement, where indicated).

3. OUR CHARGES

3.1 Our charges will be based upon the number of hours the workers work on assignment as recorded on your time sheets.

3.2 You agree to complete time sheets relating to the workers accurately and to submit them to us promptly.

3.3 The hourly rates that we will charge you are set out in the schedule confirmation of assignment description for each assignment.

3.4 We can unilaterally amend our hourly rates and any charges, to adjust for any increase in the labour cost component of our hourly rates, by sending to you an amended Schedule.

We may also amend our hourly rates and charges to adjust for any increase in the Workers compensation

or other insurance premiums (or the costs associated with any similar arrangements) if we are reasonably satisfied that you have breached clause 6 below, and that your breach contributes directly or indirectly to such increase.

3.5 Any amended rates will apply from the date you receive the amended Schedule or from the date that the amended Schedule is stated to commence, whichever is the later.

4. INVOICES

4.1 You will not pay any of the workers directly for an assignment.

4.2 You will pay our invoices within 7 days of date of invoice to be paid by EFT directly into Constructive Recruitment Pty Ltd bank account.

4.3 You will pay us interest at the rate of 1% per month on any payment not made as required by Clause 4.2.

5. RELATIONSHIPS

5.1 You acknowledge that we are not performing the services set out in the assignment description; but are instead the supplier of the workers, at your request, to perform the work that you have described in the assignment description.

5.2 Whilst on an assignment, the workers will be under your day-to-day control, and you will be responsible for their supervision.

5.3 We reserve all other rights to control workers, including the right to terminate the assignment relationship for any reason that we think fit.

5.4 If you are not satisfied with one of the workers and want a replacement, you will:

- (a) speak to us directly about replacement of the worker;
- (b) not communicate anything to the worker indicating that their on-hire assignment will be cancelled, or words to that effect.

5.5 If you are not satisfied with one of the workers, but do not want the worker replaced, you may speak to our worker in order to give any reasonable instruction, provided that you contact us as soon as reasonably practicable to discuss the matter.

6. GENERAL MATTERS AND OTHER RESPONSIBILITIES

6.1 You will:

- (a) provide us with full and accurate information about the job requirements relevant to the assignment by means of an assignment description;
- (b) not on-hire or resupply the workers to any other person or organisation;
- (c) not allocate tasks or responsibilities to the workers or require the worker to perform or participate in work, other than in accordance with the relevant assignment description;
- (d) not request the workers to perform or participate in any work or use any equipment with which the workers, or their employees or agents, are unfamiliar or in respect of which they are unqualified or have not received adequate training;
- (e) supervise, instruct and direct the workers properly at all times whilst they are on assignment to you;
- (f) supervise, instruct and direct your own employees and contractors properly at all times whilst the Consultants are on assignment to you;
- (g) comply with your obligations to the workers pursuant to relevant legislation, including legislation relating to workplace or occupational health and safety, discrimination and harassment;
- (h) maintain a safe work environment and safe systems of work;
- (i) establish safe work practices;
- (j) communicate safe work procedures to each of the workers;
- (k) comply with safety standards;
- (l) maintain plant and equipment;
- (m) provide induction, training and safety consumables to the workers where appropriate;
- (n) inform the workers and us promptly of any unusual workplace risk or practice or of any

change in site or safety conditions that may present a hazard to the workers;

- (o) comply with our reasonable requests to ensure the workplace health and safety of the workers and to promptly rectify any deficiency in the provision of a safe work environment or safe systems of work, that in our reasonable opinion would pose a threat to the safety of one of the workers or to any other person who may attend a place at which work is or may be performed by one of the workers under the assignment;
 - (p) ensure that the workers will be covered by the following insurance policies, or other suitable and permissible statutory indemnity or self insurance arrangements, whilst working on assignment with you:
 - (i) public liability;
 - (ii) professional indemnity;
 - (iii) Workers compensation under applicable legislation in the relevant jurisdiction if the legislation casts that responsibility on you;
 - (iv) compulsory third party motor vehicle insurance;
 - (v) fully comprehensive motor vehicle insurance;
 - (q) provide us with evidence of the currency and suitability of all insurances, statutory indemnity or self insurance arrangements that extend cover to the workers;
 - (r) notify us immediately of any event that may give rise to a claim under any insurance policy, statutory indemnity or self insurance arrangement that relates to the workers whether such policy, indemnity or arrangement is held or established by you or by us;
 - (s) report to us any performance issues in relation to the workers in a written format, so that we can manage the feedback process with the workers;
 - (t) forward to us promptly a written notification of any workplace incident that may give rise to a claim by, against or involving the workers;
 - (u) ensure that the workers are advised of free training available as well as other courses and conferences available to them;
 - (v) abide by all federal and state laws that cast upon you any obligation to do, or refrain from doing, any thing, or to make or pay any payment, deduction, premium, levy, allowance, compensation, damages, interest or costs in respect of or in connection with the engagement of the workers under these conditions of assignment or any work done by them whilst on assignment to you;
 - (w) maintain the confidentiality and privacy of information we provide to you about the workers, whether written or verbal, including the fact that they may be looking for work;
- 6.2 pay any statutory charges, levies and taxes for which we may become liable in respect of performing our obligations under these
- (a) conditions of assignment by reason of such statutory charges, levies or taxes being introduced after the acceptance of the offer to supply services;
 - (b) acknowledge, any provision of any prior contract, agreement, arrangement or understanding between you and us that casts upon us an obligation to hold you harmless or to indemnify you, or others claiming through you, in respect of any damage, loss or injury of whatsoever nature or kind, caused or contributed to by the workers whilst on assignment to you, is expressly negated and that consequently, we are released from all of our obligations thereunder.
- 6.3 You will assist where practicable, with the rehabilitation of the workers by way of providing such workers, through us, with suitable work (including light duties) once the Consultants are able to return to work, if one of the workers suffers an injury that is compensable under any law relating to Worker's compensation or occupational health and safety.
- 6.4 In the event that the work contemplated by clause 6.2 is provided, and is of a lesser value, classification or remuneration than the work principally contracted for under the assignment, we will discount our charges by the percentage set out in the Schedule.

building relationships

