



# LABOUR HIRE

## TERMS AND CONDITIONS

### **BELMONT**

33 Belmont Ave,  
Belmont WA 6104  
08 9479 4781

### **ROCKINGHAM**

34 / 43 Rockingham Beach Rd  
Rockingham WA 6168  
08 9592 7500

### **PERTH CBD**

Unit 2 / 82 King Street  
Perth WA 6000  
08 9479 4781

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

between:

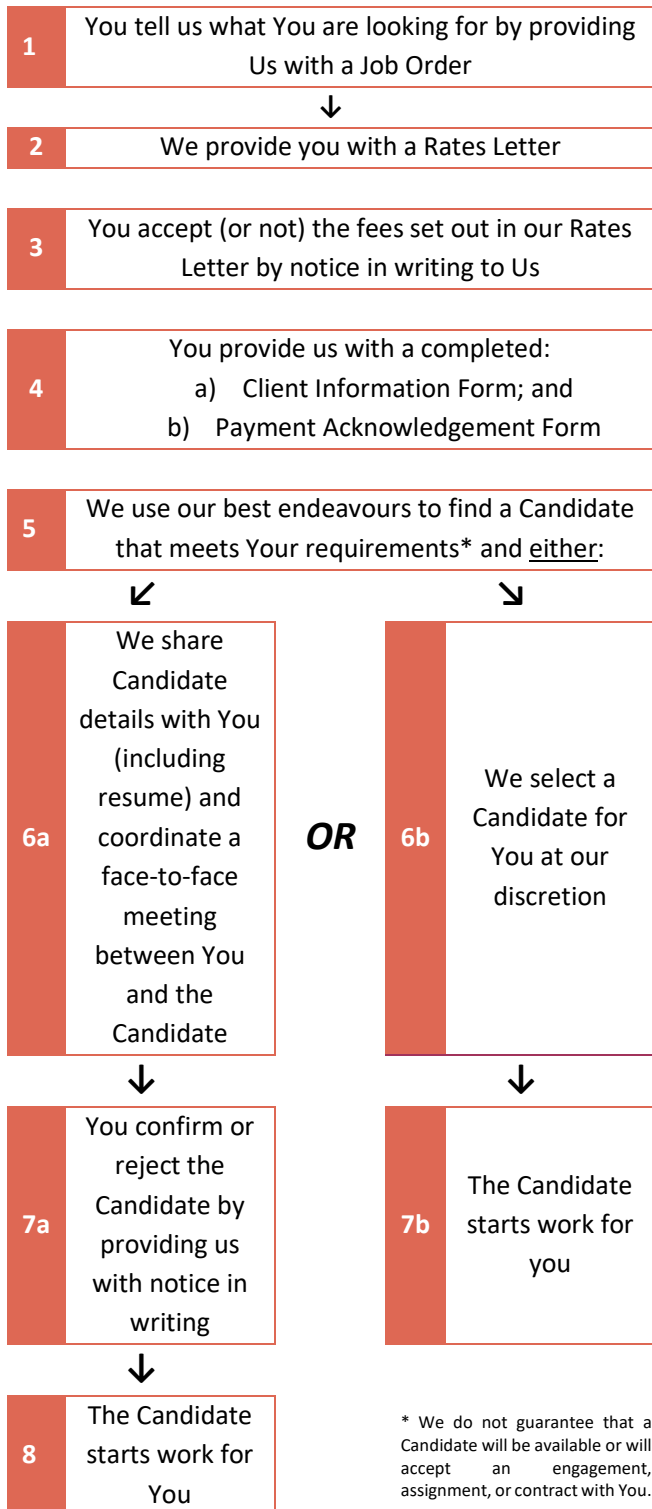
\_\_\_\_\_ (ACN \_\_\_\_\_) of \_\_\_\_\_ (Customer or You / Your)

- and -

Flexi Staff Group Pty Ltd of 33 Belmont Avenue, Belmont, Western Australia, 6104 (Flexi Staff or We / Us)

## PRELIMINARY STEPS

FOR THE PURPOSES OF THIS PART, TERMS SHALL HAVE THE MEANINGS SET OUT IN CLAUSE 1



## OPERATIVE PART

This agreement shall come into effect upon completion of the Preliminary Steps and the placement of a Candidate with You, at which point the parties agree as follows:

## DEFINITIONS

1. The following terms have the following meanings:

**Candidate/s** means each of Our employees who undertake work for You.

**Client Information Form** means the document contained in Annexure A to this Agreement.

**Job Order** means a written request provided by You to Us which sets out the scope of the work You require the Candidate/s to perform, including a complete job description and a list of all personal protective equipment and induction requirements of the Candidate/s.

**Fees** means the fees set out in schedule 1.

**Initial Guarantee Period** means, in relation to the placement of a Permanent Candidate with You, the period of 90 days commencing on the date the Permanent Candidate starts work for You.

**Operator** means the person responsible for the day to day operation, control and maintenance of all plant, equipment and vehicles used by a Candidate in the course of the Work.

**Overdraft Interest Rate** means the predetermined percentage levied by Our financial institution on negative balances incurred when We exceed available funds with that financial institution, representing the cost of short-term borrowing.

**Payment Acknowledgement Form** means the document contained in Annexure B to this Agreement.

**Permanent Candidate** means a person who is introduced to You by Us for the purposes of undertaking employment with You and who accepts an employment engagement with You on a full time, part time or set contract basis.

**Qualifying Period** means the first 456 hours of Work undertaken by each Candidate for You.

**Rates Letter** means the document of that same description which We provide to You, that states the charge out rates and fees for the Candidate/s based upon the Job Order.

**Services** means the supply of Candidates by Us to You to carry out the Work.

**Site** means anywhere that a Candidate does work for You.

**State** means the state of Western Australia.

**Work** means the combination of the work described in each Job Order and any other work requested orally or in writing by You to Us from time to time.

## SUPPLY OF CANDIDATES

2. We shall supply the Services to you on the terms set out in this agreement.

## CANDIDATE REMUNERATION

3. Upon placement of a Candidate with you, We will be responsible for:
  - (a) the payment of remuneration to the Candidate/s, including salaries and wages, superannuation, annual leave, sick leave, long service leave, loadings and other benefits to which Candidates may be entitled under any contract of service or laws of the State or Commonwealth;
  - (b) the payment of all taxes and duties in respect of such remuneration and benefits, including PAYG tax and payroll tax; and
  - (c) All administrative costs, including payroll charges, pay slips and group certificates.

## PAYMENT TERMS

### FEES

4. You must pay Us the Fees, plus goods and services tax (GST).

### GST AND INVOICING

5. We will issue an invoice to You on a weekly basis for the Fees plus GST.
6. The Fees (plus any applicable GST) must be paid by You within 7 days after receiving the invoice and shall be free from any deduction, set-off or counterclaim.

## WORK HEALTH AND SAFETY

### YOUR GENERAL WHS OBLIGATIONS

7. You Must:
  - (a) Ensure that the Work, including all tasks undertaken by the Candidate/s at Your direction or request, complies with all health

and safety laws of the State, including the *Work Health and Safety Act 2020 (WA)*.

- (b) Ensure that the Job Order clearly specifies any and all personal protective equipment (**PPE**) which is required to be worn by the Candidate/s in order to perform the Work properly, safely and legally.
- (c) Enforce the use of PPE by each Candidate when required.
- (d) Ensure that the Candidate/s are not exposed to unreasonable risks to their health or safety (including sexual harassment) or to hazards arising from the provision of the Work.
- (e) Provide equipment and facilities that are free from risks to health and safety when properly used.
- (f) Maintain safe systems of work and a secure working environment.
- (g) Supply necessary information, training, and supervision for hazard-free work, including site and equipment induction, and details of safety procedures.
- (h) In circumstances where qualifications or specific training is required in order to perform a task properly and safely, prohibit Candidates who do not hold such qualifications or training from undertaking those tasks.
- (i) Immediately notify Us of:
  - (i) changes to Your Site/s, workplace or environment, including location; and
  - (ii) injury/s sustained by a Candidate while undertaking work for You.

### OUR GENERAL WHS OBLIGATIONS

8. We shall:
  - (a) Ensure each Candidate presents to the Site/s wearing the clothing, footwear and PPE specified in the Job Order.
  - (b) Instruct Candidates on the appropriate use of the PPE with which they are issued.
  - (c) Conduct regular monitoring visits to the Site/s to discuss performance, occupational safety and health compliance and duties undertaken by Candidates.

### SAFETY WARRANTIES

9. You warrant that:

- (a) You have comprehensive policies in place addressing reasonably foreseeable risks to Your employees and to Candidates (i.e. physical hazards, psychological hazards, sexual harassment and security risks) (**Your Policies**);
  - (b) Your Policies are explicitly binding on each of Your employees;
  - (c) Your employees undergo mandatory training at regular intervals (having regard to the nature of the policy) and are familiar with each of Your Policies; and
  - (d) You will take all reasonable measures to ensure that Candidates will not come into contact with any person who is not subject to Your Policies and who has not received training on Your Policies.
10. If We determine that You or any of your employees have contravened Your Policies and that such contravention may or will impact the safety of a Candidate, we reserve the right to take appropriate action which may include, but is not limited to, the immediate removal of that Candidate from your Site.

#### CLIENT RISK ASSESSMENT

- 11. Before placing any Candidate with You, We may conduct a site assessment and risk check of You to evaluate Your workplace, the Site/s, potential hazards, and safety protocols.
- 12. You agree to grant Us access to Your Site/s and to fully cooperate with Us during the assessment; and
- 13. The commencement of the Work will depend upon the successful completion of the site assessment and risk check.

#### RANDOM DRUG TESTING

- 14. We reserve the right to conduct random drug tests (**RDT**) on each and every Candidate while they are undertaking the Work or otherwise at Your workplace or Site/s; and
- 15. You agree to cooperate fully with Us in relation to such testing procedures, including providing access to the Site/s, necessary facilities and information.

#### MOBILE PLANT AND VEHICLES

##### LICENSES

- 16. You are deemed to be an Operator for the purpose of this clause 6.

- 17. At all times when a Candidate operates or interacts with plant, equipment or vehicles (**P & E**), You:
  - (a) warrant and agree that You have all the necessary licenses or permits required of you under the laws of the State and Commonwealth for the lawful and safe operation of the P & E (**Licenses**).
  - (b) must adhere to all obligations imposed on You by the Licenses and any related laws of the State or Commonwealth.
  - (c) Without limiting (2), must comply with regulation 214 and 215 of the *Work Health and Safety (General) Regulations 2022* (WA) pertaining to powered mobile plant.
- 18. Additionally, You must ensure that:
  - (a) You maintain the P & E in safe and good working order.
  - (b) The P & E complies with all laws of the State and Commonwealth governing the operation of the specified P & E.
  - (c) You implement and maintain appropriate fatigue management practices.
  - (d) You comply with road traffic regulations of the State, where applicable.

#### ENQUIRIES AS TO LICENSES

- 19. Where the Job Order stipulates that P & E may or will be utilised to complete the Work, or where it can reasonably be inferred from the scope of the work set out in the Job Order that P & E may or will be utilised, We will conduct all reasonable and necessary checks of any Candidate/s placed with You to ensure that each Candidate holds the necessary licences, relevant certifications or permits.

#### REPLACEMENT OF CANDIDATE/S

##### COMPETENCE & SUITABILITY OF CANDIDATE/S

- 20. You shall immediately notify Us if You are not reasonably satisfied that a Candidate is suitable to undertake the Work (**Unsuitability Notice**).
- 21. Upon receiving an Unsuitability Notice, We reserve the right to provide You with a replacement Candidate within a reasonable timeframe from receiving the Unsuitability Notice, having regard to the type of work undertaken by that Candidate.
- 22. If We receive the Unsuitability Notice:

- (a) within the first four (4) hours of the assignment of the Candidate to You, then You shall not be liable for any Fees associated with the placement of that Candidate.
- (b) more than four (4) hours from the assignment of the Candidate to You, then You shall be liable to pay for all Fees associated with the placement of that Candidate.

### PERMANENT CANDIDATE REPLACEMENT GUARANTEE

23. Subject to clause 22, if within the Initial Guarantee Period a Permanent Candidate ceases to work for You:
- (a) We shall endeavour to replace the Permanent Candidate, at no additional cost to You, within three (3) weeks of the date the subject Permanent Candidate ceases work for You.
  - (b) If we are unable to replace the Permanent Candidate pursuant to sub-clause (a) we shall refund the Permanent Placement Fee to You.
24. The Initial Guarantee Period:
- (a) Applies exclusively to the first Permanent Candidate placed with You by Us for a particular role. Subsequent replacements of a Permanent Candidate by Us for that same role shall not be subject to the Initial Guarantee Period.
  - (b) Shall only apply:
    - (i) If all Fees have been paid in full; and
    - (ii) In circumstances where the Permanent Candidate has been dismissed by You, You provide us with documentation which satisfies Us that the Candidate is unsuitable for the position and was dismissed on that basis.
  - (c) Does not apply if the Permanent Candidate has ceased work for You as a result of:
    - (i) A genuine redundancy;
    - (ii) A change to the original job description provided to Us by You; or
    - (iii) Your misconduct or the misconduct of any of your officers, employees or clients.

### DIRECT ENGAGEMENT OF CANDIDATE/S

25. Subject to clause 24, upon completion of the Qualifying Period by a Candidate You may extend an offer of direct employment to that Candidate.

- 26.
- (a) The Qualifying Period applies on a per-Candidate basis, meaning it is calculated separately for each Candidate undertaking Work for You.
  - (b) You are not obligated to extend any offer to a Candidate and a Candidate is not obligated to accept any offer from You.
  - (c) In the event that You directly employ or engage a Candidate contrary to clause 23, We shall be entitled to charge You, and you shall be liable to pay, a Permanent Placement Fee, irrespective of the basis upon which You directly employ or engage that Candidate.

### INSURANCES

#### Us

27. We shall obtain and maintain at all times during the term of this agreement:
- (a) public liability insurance of at least ; and
  - (b) Workers' compensation insurance for each and every Candidate.

#### You

28. You shall obtain and maintain comprehensive cover for all P & E and their contents.
29. You shall provide Us with a copy of the certificate of currency for the policies referred to above within 21 days of a request made by Us.

### INDEMNITY & LIMITATION OF LIABILITY

#### LIMITATION OF LIABILITY

30. We shall not, in any circumstances, be held liable for any loss of or damage to property, including but not limited to, equipment, materials, or any other tangible or intangible assets, arising from the actions or omissions of a Candidate while undertaking the Work or any other task undertaken by the Candidate at Your direction or request.
31. You acknowledge and agree that any claims, costs, damages, or liabilities associated with such loss or damage are Your sole responsibility.
32. Our liability, in any event, shall be limited to the Fees and shall not extend to any consequential, indirect, or special damages.

## INDEMNITY

33. You unconditionally and irrevocably indemnify Us against any and all demands, claims, suits, actions, damages, liabilities, losses, costs and expenses which may be made or brought against or suffered or incurred by Us in respect of:
- (a) any breach by You of any term of this agreement or as a direct or indirect result of any claim made or purported to be made in respect of Your breach of this agreement; and
  - (b) any and all money paid by Us in respect of the matters set out at sub-clause (a), including legal costs calculated on a solicitor and client basis.

## DEFAULT

34. If You fail to make payment of the Fees in accordance with clauses 4 - 6, all Fees and other monies owed by You to Us shall become immediately due and payable (**Overdue Monies**).
35. Interest shall accrue on the Overdue Monies from the due date for payment until the date of payment at the following rate:
- (a) 10% per annum; or
  - (b) 2% above the Overdraft Interest Rate,
- whichever is greater.
36. Any expenses, costs or disbursements incurred by Us in the exercise of Our rights in relation to the Overdue Monies or otherwise under this agreement, including but not limited to any debt collection agency fees and legal costs calculated on a solicitor and client basis, shall be paid by You.

## TERMINATION

37. Either party may terminate this agreement at any time by giving 7 days' notice in writing to the other.
38. We may immediately terminate this agreement if You fail to make payment of the Fees to Us in accordance with this agreement.

## MISCELLANEOUS

39. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective in so far as is possible without modifying the remaining provisions of this agreement and shall not in any way affect any other

circumstances of or the validity or enforcement of this agreement.

## SCHEDULE 1

### FEES

#### (A) CANDIDATES

The fee/s set out in the Rates Letter.

#### (B) PERMANENT CANDIDATES

The Permanent Placement Fee.

For the purpose of this item of the Schedule, **Gross Annual Salary** means the salary paid by You to the Permanent Candidate/s and includes wages, superannuation, bonuses, benefits (including motor vehicle allowances) and any other payments made to the Permanent Candidate/s in relation to their engagement by You and In the case of fixed contract periods, the Gross Annual Salary will be adjusted to reflect an equivalent annualized rate based on the total remuneration for the fixed term.

In relation to each Permanent Candidate, the Permanent Placement Fee shall be equal to the Gross Annual Salary stated in column A multiplied by the percentage stated in column B of the below table:

A Permanent Candidate's Gross Annual Salary	B Percentage of Gross Annual Salary
Up to \$50,000	12%
\$50,000 to \$85,000	15%
\$85,000 +	16%

## SIGNING CLAUSE

Executed for and on behalf of  
In accordance with the *Corporations Act 2001* (Cth):

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Signature

---

Full name

---

Date

Executed for and on behalf of Flexi Staff Group Pty Ltd  
In accordance with the *Corporations Act 2001* (Cth):

---

Signature

---

Full name

---

Date

**CLIENT INFORMATION FORM**

Trading Name (if Sole Trader or Partnership state full name(s) of proprietor/partner(s))

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ACN

ABN

You are a (please tick)

Sole Trader

Company

Club or Association

Partnership

Trust or Trustee

Other (please state)

Business Address

---

Telephone

---

Fax

---

Postal Address

---

Email address

---

Accounts Payable Contact

---

If Registered Company, Director/s Name and Address	Name	Address
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Date of Incorporation

---

Date Commenced

---

Trade References	Name	Telephone Number	Contact
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**OFFICE USE ONLY**

Account Manager Name:

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Award Name for Payroll:

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**PAYMENT ACKNOWLEDGEMENT FORM**

I \_\_\_\_\_ of \_\_\_\_\_ (**Customer**) acknowledge that in accordance with clause 6 of Flexi Staff's Terms & Conditions, the Customer shall make payment in full of all invoices within 7 days of the invoice date.

Name of Accounts Contact \_\_\_\_\_

Accounts' Email Address \_\_\_\_\_

Date \_\_\_\_\_

Executed for and on behalf of  
the Customer

Signature of Director / Secretary \_\_\_\_\_

Name of Director / Secretary \_\_\_\_\_