



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

1 You tell us what You are looking for by providing Us with a Job Order



2 We provide you with a Rates Letter

3 You accept (or not) the fees set out in our Rates Letter by notice in writing to Us

4 We use our best endeavours to find a Candidate that meets Your requirements* and we (at our discretion) either:



5a Share Candidate details with You (including resume) and coordinate a face-to-face meeting between You and the Candidate

OR

5b Select a Candidate for You



6a You confirm or reject the Candidate by providing us with notice in writing

6b The Candidate starts work for you



7 The Candidate starts work for You

* We do not guarantee that a Candidate will be available or will accept an engagement, assignment, or contract with You.

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.

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, a job specification 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 90-day period commencing on the date the Permanent Candidate commences employment with 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.

Permanent Candidate means a person that We introduce to You for the purposes of undertaking employment with You, and who accepts your offer of full time, part time or limited term employment.

Permanent Placement Fee means the fee as calculated under Item B of the Schedule.

Qualifying Period means the first 456 hours of Work that a Candidate undertakes for You.

Rates Letter means the document of that same description that We provide to You, that sets out the charge-out rates and fees for the Candidate(s) that are the subject of 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. Subject to clause 13, We will supply the Services to you on the terms set out in this agreement.

CANDIDATE REMUNERATION

3. If we place a Candidate with you, We remain responsible for:
 - (a) the payment of remuneration to the Candidate, including salaries and wages, superannuation, annual leave, personal leave, long service leave, loadings and other benefits to which the Candidate may be entitled by any contract of service to which they are a party, or by any Commonwealth or State laws;
 - (b) the payment of all taxes in respect of such remuneration and benefits; and
 - (c) all administrative costs.

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. You must pay the Fees (plus any applicable GST) in full (without deduction, set-off or counterclaim) within 7 days after receiving the invoice.

WORK HEALTH AND SAFETY

YOUR GENERAL WHS OBLIGATIONS

7. You Must:
 - (a) Ensure that the Work, including all tasks undertaken by any Candidate 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**) that the Candidate is required to wear or use.
- (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 will:
 - (a) ensure each Candidate presents to the Site 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) undertake regular monitoring visits to the Site to discuss performance, occupational safety and health compliance and the 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, unlawful

discrimination 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 may, at our absolute discretion and immediately remove that Candidate from 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, potential hazards, and safety protocols.
- 12. You must grant Us access to Your Site and fully cooperate with Us during the assessment.
- 13. If We are not satisfied that the Site is sufficiently safe for the Candidate, the Candidate will not be provided.

RANDOM DRUG TESTING

- 14. We may, at our absolute discretion, conduct random drug tests (**RD**T) on any Candidate; and
- 15. You agree to cooperate fully with Us in relation to such testing procedures, including providing access to the Site, the Candidate, necessary facilities and information.

MOBILE PLANT AND VEHICLES

LICENSES

- 16. You are deemed to be an Operator for the purposes of clauses 16 to 18.
- 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; and
- (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 and according to the manufacturers' specifications;
- (b) the P&E complies with all laws of the State and Commonwealth governing the condition and operation of each item of P&E;
- (c) You implement and maintain appropriate fatigue management practices; and
- (d) You comply with road traffic laws and regulations of the State, where applicable.

ENQUIRIES AS TO LICENSES

19. If the Job Order stipulates that P&E may or will be utilised to complete the Work, We will conduct all reasonable and necessary checks of any Candidate 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 must immediately notify Us if You are not reasonably satisfied that a Candidate is suitable to undertake the Work (**Unsuitability Notice**).
- 21. If you give us an Unsuitability Notice, We may provide You with a replacement Candidate as long as we do so within a reasonable timeframe.
- 22. If We receive the Unsuitability Notice:
 - (a) within the first four (4) hours of the assignment of the Candidate to You, You are not 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, You are liable to pay for all Fees associated with the placement of that Candidate.

PERMANENT CANDIDATE REPLACEMENT GUARANTEE

23. Subject to clause 24, if, within the Initial Guarantee Period, a Permanent Candidate ceases to work for You:
- (a) We will 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 will refund the Permanent Placement Fee to You.
24. The Initial Guarantee Period only applies:
- (a) to the first Permanent Candidate placed with You by Us for a particular role - subsequent replacements of a Permanent Candidate for that same role are not subject to the Initial Guarantee Period.
 - (b) if all Fees have been paid in full;
 - (c) in circumstances in which You dismissed the Permanent Candidate, if You provide us with documentation which satisfies Us that the Candidate is unsuitable for the position and was 'dismissed' on that basis.
25. The Initial Guarantee Period does not apply if the Permanent Candidate has ceased work for You as a result of:
- (a) a genuine redundancy;
 - (b) a change to the original job description provided to Us by You; or
 - (c) Your misconduct or the misconduct of any of your officers, employees or clients.

DIRECT ENGAGEMENT OF CANDIDATE/S

26. Upon completion of the Qualifying Period by a Candidate (and not before then) You may extend an offer of direct employment to that Candidate.
- 27.
- (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 obliged to extend any offer to a Candidate, and no Candidate is not obliged to accept any offer from You.
 - (c) If You directly employ or engage a Candidate before the Qualifying Period is completed, You

are liable for our Permanent Placement Fee, irrespective of the basis upon which You directly employ or engage that Candidate.

INSURANCES

Us

28. We will obtain and maintain at all times during the term of this agreement:
- (a) public liability insurance of at least \$20,000,000 (twenty million dollars); and
 - (b) Workers' compensation insurance for each and every Candidate.

You

29. You must obtain and maintain comprehensive cover for all P&E and their contents.
30. You must, within 21 days of our written request to do so, provide Us with a copy of the certificate of currency for any of the insurance policies you hold that may be relevant to any Candidate or the Work.

INDEMNITY & LIMITATION OF LIABILITY

LIMITATION OF LIABILITY

31. We are not, in any circumstances, 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.
32. You acknowledge and agree that any claims, costs, damages, or liabilities associated with such loss or damage are Your sole responsibility.
33. Our liability, in any event, shall be limited to the Fees and shall not extend to any consequential, indirect, or special damages.

INDEMNITY

34. 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

- 35. 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**).
- 36. 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.
- 37. 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

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

MISCELLANEOUS

- 40. 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

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):

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))

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

Date of Incorporation

Date Commenced

Trade References

Name

Telephone Number

Contact

OFFICE USE ONLY

Account Manager Name:

Award Name for Payroll:

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 _____