

ABN 36 082 395 195

CASUAL LABOUR HIRE TERMS & CONDITIONS OF ENGAGEMENT

1. Minimum Period of Hire

Shall be four (4) hours and thereafter-in units of one (1) hour, with the exception of overtime, which is worked as requested by the hirer or client.

2. Termination of Hire

One (1) ordinary hours' notice is required to be given by the hirer or client. If this notice is not given, one (1) hours hire time will be charged.

3. Payments

Invoices and time sheets are rendered weekly and all accounts are payable within **seven (7) days** of issue of invoice. Please note our terms of payment are **seven (7) days**, otherwise interest at the rate of 15% per month may, at our discretion, be charged on all overdue accounts.

4. Timesheets

All timesheets are to be signed by the hirers authorized representative, at the end of the duration of hire or weekly if the hire period is longer. It will be necessary to have a signed timesheet for the working hours of each person, signed by a person of authority in your company as our invoices will be based on the hours shown on these sheets. **Each timesheet is to be sent by email or fax to the main office of Labour Options, each Monday no later than 10.00am.** If an error appears on a timesheet which has been presented by a representative from the client or hirer an adjustment will be made the following week unless the worker has left the job and the monies cannot be retrieved.

5. Supervision

From the time the worker arrives at the hirer's premises, they are deemed to be under the control of the hirer, and as such Labour Options cannot be held responsible for the quantity or quality of work carried out by the worker.

6. Change of Duties

The client shall advise the management of Labour Options prior to work taking place any changes of tasks or duties especially where the risk will be significantly increased.

7. Guarantee

Labour Options will remove without charge any worker whose work proves to be unsatisfactory, provided the hirer notifies Labour Options within the first four (4) hours of the commencement of hire of that worker.

8. First Aid

All clients of Labour Options will have adequate first aid resources in line with current legislative requirements

9. In Case of an Accident

In the event of an accident the client will be responsible for completing a work accident report form if an accident involving a contractor from Labour Options occurs. Labour Options must be contacted immediately and be given access to carry out any investigation it sees fit to conduct.

10. Employee Training Requirements

Where employees are to work on machinery or equipment, the client will need to ensure they are properly trained to use such machinery or equipment. Until they are so trained, we will instruct employees not to use the machine or equipment in any way.

11. Client Inspections

Labour Options Management will visit the proposed worksite, or our labour hire employees, to assess whether the work environment is safe generally, and also safe for the particular type of work the employees are hired to do. In the event we consider the workplace is not safe, or we are not completely certain if it is safe, we will require from you to undertake our Work Health & Safety Hazard checklist, to consult and develop with you the appropriate risk control measures. In all cases, we retain the discretion not to supply labour.

12. Variation to Rates and Conditions

The rates and conditions are subject to review and change in the event of CPI wage increases, variations to industrial awards or agreements. No variation of these terms and conditions shall be effective unless agreed upon and acknowledged in writing by or on behalf of both the client and the contractor. Note; special site agreements on site construction rates will be adjusted accordingly. All rates are inclusive of travelling time within the metropolitan area. Workers' Compensation, Superannuation, Public Liability Insurance and Payroll Tax are included. Allowances for wet, height, confined space, dirt money etc., will be charged as per award, plus 5% to cover Workers' Compensation and Payroll Tax paid. Only meal money will be charged at cost.

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Note: If your company operates under an Enterprise Bargaining Agreement (EBA) Labour Options must be given the terms and conditions of that EBA and adjust the rates accordingly if the contractors are effected.

13. Permanent Placement

Labour Options also offers the additional service of finding a Permanent employee to suit your company's requirements. Please see attached our Permanent Terms of Business herein.

Any Temporary Contractor we introduce to you will remain contracted to Labour Options for a period of twelve (12) months after:

- The contractors work with you finishes, **or**
- We introduce the contractor to you, whichever is the latter. Accordingly, if you employ the contractor in any capacity during these time periods, you will be liable to us for our rates and charges until the period expires.
- We charge a fee for any Temporary Casual Contract staff that you wish to engage on a full time basis. Please see attached our Permanent Terms of Business herein.

14. Manual Handling

Management should read and be familiar with the Work Health & Safety Regulation 2011, which adopts the Safework Australia's Code of Practice on hazardous manual tasks. It is essential that they are aware of their responsibilities in implementing the national standard. Implementation of the National Standard for Manual Handling is a legislative requirement. The Work Health & Safety Regulation took effect in 2011. The code of practice for manual handling provides practical advice to employers and employees in meeting the requirements of the manual handling regulation. It provides information about the identification, assessment and control of risks and what deems as hazardous manual tasks.

15. Noise Legislation

All factories are required by law to carry out a noise hazard assessment survey, conducted in accordance with the regulations set out in the Australian Standard 1269.0, 1269.1, 1269.2, 1269.3, & 1269.4 Hearing Conservation. A reassessment survey is required if changes to the worksite have been made i.e., installation of new equipment or change to the floor plan. The employer should comply with the specific noise regulations which exist under the NSW WHS Regulation 2011 Part 4.1. These regulations require the employer to assess the noise level at the worksite and to reduce noise exposure if the legal limit is exceeded. No person will be exposed to an excess of eight (8) hours noise level of 85dB or peak more than 140dB(c). Audiometric testing for employees exposed to noise will also be required.

16. Hazards

Labour Options must be advised by the client of measurable hazards and if so, copies of an environmental monitoring report is required before any work is to take place. The client or hirer is to advise Labour Options of all hazardous substances, particularly those requiring health surveillance and provide copies of registers and MSDS. The organisation requires health and safety risks to be reduced using a process of hazard identification, risk assessment and development of risk control measures. Labour Options requires that any risk control measures are determined in accordance with the appropriate codes of practice and the hierarchy of control.

17. Entry Permits into a Confined Space

No employee is to work on or in a confined space (as defined under Regulation 5 of the WHS Regulation 2011) before the management of Labour Options has been notified and the appropriate training, forms and permits have been forwarded to their office and an o.k. is given by Labour Options.

All work carried out in or on a confined space shall be in accordance with:

AS. 2865 Working in Confined Spaces 2001 and Confined Spaces Code of Practice (2016)

All documentation in clauses 14 through to 17 will be supplied to Labour Options as requested, and fall in line with the NSW Work Health & Safety Act 2011 and associated legislation and the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998.

18. All necessary amenities and lock up areas for tools and equipment to be provided by your company.

19. Acceptance of the service of our casual staff will be deemed acceptance of our terms and conditions.

20. Disclaimer

The client acknowledges that Labour Options is supplying employees and independent contractors at the client's request. The client further acknowledges that during the course of their employment, Labour Options employees are under the client's care, control and supervision and accept any liability for loss, damage or injury to other persons, however caused, during the course of the employment.

21. Insurance

All employees are covered under Labour Options Workers' Compensation policy. A Public liability cover is held providing an indemnity of \$10,000,000. A certificate of currency is available on request.

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22. Indemnity

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

Because our workers work under your control, supervision and direction:

- (i) Subject to sub-paragraph (ii) of this sub-clause, we will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our workers (including their servants or agents) whilst they are working under your control, supervision or direction.
- (ii) Sub-paragraph (i) of this sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury.
- (iii) PROVIDED ALWAYS that this clause shall only apply in the event that you are found to have acted in a manner which is willful, unlawful or negligent.

I have read and fully understand the Terms and Conditions herein and agree to abide by all conditions set out in this document which will apply to all Casual Labour Hire Staff engaged through Labour Options.