



LABOUR HIRE TERMS OF BUSINESS

1. Strait Support Pty Ltd agrees to provide the Employee to the Client to provide Services to the Client in accordance with this Agreement and the verbal or written job specifications given by the Client for a particular assignment.
2. The Client must
 - (a) Take all reasonable steps to provide a duty of care for the Strait Support Employee whilst working under the client's supervision
 - (b) properly and adequately supervise and manage the Employee in the performance of each assignment for the Client;
 - (c) familiarise the Employee with the Client's operations, facilities, policies and procedures;
 - (d) comply with all applicable awards, enterprise bargaining agreements and workplace agreements;
 - (e) hold all such licenses or permits as may be required for the Employee to perform the required Services;
 - (f) comply with all laws and regulations, including work health and safety and Anti-discrimination, laws including, without limitation:
 - (i) providing all necessary induction and other training and issuing all necessary policies, procedures and directions;
 - (ii) immediately notifying Strait Support of any work health and safety risks or discrimination or harassment issues in connection with the provision of services by the Employee;
 - (iii) requiring the Employee to perform only those tasks that the Employee is skilled and trained to perform; and
 - (iv) immediately notifying Strait Support if there are any changes in the tasks that the Employee is assigned to perform for the Client.
 - (g) directly control the conditions under which the assignment is performed by the Employee and the outcome of the performance;
 - (h) maintain adequate insurance policies covering the Employee with respect to the Client's business and the provision of services by the Employee. The obligations in this clause 2(g) are on-going obligations and survive expiry and termination of this Agreement.
3. Strait Support:
 - (a) undertakes to appoint a Strait Support mentor to provide a sole point of contact for the client to liaise with regarding all matters relating to:
 - (i) Scope of work instructions
 - (ii) Performance or behavior concerns
 - (iii) Collation and management of required paperwork/documents



- (b) undertakes to pay remuneration directly to the Employee;
 - (c) undertakes to pay all superannuation contributions attributed to the Employee's performance of the Services as required to be paid by Strait Support; and
 - (d) undertakes to maintain workers compensation insurance for the Employee.
4. The Client acknowledges that Strait Support is not performing the Services required of the Employee, but is instead the supplier of the Employee, at the request of the Client, to perform work that the Client has requested. From the time that the Employee reports to the Client for performance of the required services the Employee is under the care, control and supervision of the Client for the duration of the assignment. In these circumstances, the Client agrees that Strait Support will not be liable to the Client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by the negligence of Strait Support or the negligence of its workers, servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under this Agreement or the Services performed by the Employee.
 5. The Client agrees to pay the Fee to Strait Support on the basis of working hours as evidenced by weekly timesheets completed by the Employee.
 6. The Client undertakes to have each weekly timesheet of the Employee approved and endorsed by an authorised person of the Client by no later than 5:00pm of the last working day of the relevant week. Signing of the timesheets by the authorised person of the Client shall be conclusive evidence that the Employee has worked satisfactorily for the hours indicated on the timesheets. It is the Client's responsibility to check the accuracy of the daily and weekly hours as recorded on the timesheet. Failure to sign any timesheet does not alter the Client's liability to pay for hours worked by the Employee.
 7. Strait Support shall invoice the Client weekly, and the Client shall pay all invoices within 30 days.
 8. All payments of amounts which are due in connection with this Agreement by the Client to Strait Support shall be made without withholding or deduction for or in relation to taxes, unless such withholding, business tax or deduction is required by law. If such withholding or deduction is required to be made by law, the Client shall pay to Strait Support such additional amounts as are required to ensure that the amount which is received by Strait Support after the withholding or deduction, is equal to the amount which Strait Support would have received in the absence of such withholding or deduction. The Client shall on demand, issue Strait Support satisfactory certification of payment of such taxes.
 9. If the Client disputes the whole or any part of the amount claimed in an invoice submitted by Strait Support, the Client shall pay the undisputed amount on or before the due date and shall notify the Consultant in writing within seven (7) days of receipt of the invoice of the reasons for disputing the remainder of the invoiced amount. If it is resolved that some or the entire amount in dispute ought properly to have been paid at the time it was first invoiced, then the Client shall pay that amount together with interest thereon calculated at the rate set out in clause 8.
 10. The Client must make all necessary arrangements for authorising and reimbursing expenses incurred by the Employee in performance of Services for the Client. Strait Support will invoice the Client for the amount to be reimbursed, and the amount must be paid within seven (7) days of the date of invoice.
 11. The Client acknowledges that where the Employee's terms and conditions of employment are governed by an award or other industrial instrument, compliance with all provisions of the award or other industrial instrument, including but not limited to minimum rates of pay, meal allowances and overtime, will be the responsibility of the Client.
 12. The Client shall be liable for payment of Goods & Services Tax (GST) in respect of fees and



charges payable for Services supplied pursuant to this Agreement.

13. Strait Support acknowledges that any intellectual property which may be created by the Employee in performance of the Services will be assigned to the Client.
14. Confidentiality
 - (a) A party to this Agreement will not, without the prior written approval of the other party, disclose the other party's confidential information unless such disclosure is required by law.
 - (b) Each party to this Agreement will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not disclose the other party's confidential information.
 - (c) Notwithstanding any other provision of this clause, a party to this Agreement may disclose the terms of this Agreement to its solicitors, auditors, insurers and accountants.
 - (d) This clause 15 will survive the termination of this Agreement.
 - (e) For the purposes of this clause, confidential information includes (but is not limited to) the curriculum vitae or application of the Employee and other persons whose curriculum vitae or applications were forwarded to the Client by Strait Support.
15. The Client shall destroy the curriculum vitae and applications of all unsuccessful applicants within three (3) days of the execution of this Agreement, and shall not contact any of those unsuccessful applicants without prior written consent of Strait Support.
16. Where it is not lawful to exclude such liability, Strait Support is not liable to the Client for any indirect, incidental, special or consequential loss, damage, cost, claim or expense suffered or incurred by the Client arising from or in any way connected with this Agreement, including any loss, damage, cost, claim or expense relating to loss of profit, business, revenue, goodwill, death or personal injury. In the event that any exclusion of liability in this Agreement is held to be invalid for any reason, and Strait Support becomes liable for loss, damage, cost, claim or expense that may be limited or capable to be limited by law, such liability is limited to the amount of the Fee.
17. The Client shall be liable to Strait Support with respect to any injury, loss, damage, cost, claim or expense arising directly or indirectly as a result of breach of obligations owed by the Client to Strait Support or the Employee and will indemnify Strait Support for any such injury, loss, damage, cost, claim or expense.
18. The Client warrants that if it wishes to engage the Employee in a different role to that for which the Employee is engaged or make any other changes to the terms of his or her current employment, it will notify Strait Support immediately. The Client acknowledges that if any such changes take place, Strait Support may charge an additional fee to accommodate the changes.
19. If the Client or a related body corporate (as defined in the Corporations Act 2001 (Cth)) of the Client appoints a Employee to a permanent, casual or contract position through itself or another entity within a period of twelve (12) months following the termination of the assignment, the Client shall pay Strait Support a fee equal to the fee as it would have been payable had the Employee been appointed to that position pursuant to Strait Support Terms of Business for the Introduction of Permanent Staff to be directly employed by Clients.
20. Strait Support's recruitment fee is \$1,500 per successful candidate. This fee is included on the first weekly invoice issued by Strait Support to the client.



21. If the Employee proves to be unsatisfactory to the Client or is unwilling to provide Services to the Client, Strait Support may provide another person suitably skilled and qualified as a replacement within five (5) days of being notified in writing of the unsuitability or unwillingness of the Employee. If no such replacement is provided, the Client will only be liable for payment of Fees in respect of Services already provided by the Employee.
22. Strait Support may terminate this Agreement at any time by giving a written notice to the Client.
23. The Client may terminate this Agreement by giving a written notice of forty-eight (48) hours to Strait Support.
24. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to continue in force after such termination.
25. Without prejudice to any other remedies Strait Support may have, if at any time the Client is in breach of any obligations (including default in payment), Strait Support may suspend or terminate the supply of Services to the Client and any other obligations under this Agreement. Strait Support will not be liable to the Client for any loss or damage suffered by the Client because of its exercise of this right.
26. This Agreement will continue until terminated.
27. Implied terms
 - (a) Subject to clause 27(b), any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.
 - (b) Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying application of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, the liability of Strait Support for any breach of such condition or warranty will be limited, at the option of Strait Support, to one or more of the following:
 - (i) the supplying of the Service again; or
 - (ii) the payment of the cost of having the Services supplied again.
28. If a party is prevented from or delayed in the performance of its obligations under this Agreement (excepting a payment obligation) by an Act of God or by or in consequence of war, riot, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, the party shall not thereby be liable to the other party for any breach of its obligations under this Agreement and the time for performance of the obligations, shall be extended accordingly.

Any party affected by such circumstances must promptly notify the other party of the same and must use its best endeavours to mitigate any loss to itself and to the other party.
29. This Agreement can be varied at any time in writing by Strait Support. By continuing to use the Services of the Employee after any amendment to this Agreement, the Client agrees to accept and be bound by any amendments.
30. The Company shall be entitled to assign, transfer, mortgage and/or charge these Terms and Conditions or any of its rights and/or obligations under these Terms and Conditions to any member(s) of the group of companies of which the Company is a member without the consent of the Client. In this regard, the Client agrees that where the Company wishes to transfer any of its obligations under these Terms and Conditions to any member(s) of the group of companies of



which the Company is a member of, the Client shall, at its own cost and in a timely manner, execute or procure the execution of any novation agreement effecting such transfer which the Client requires it to execute.

31. This Agreement shall be governed by and construed in accordance with the laws for the time being in force in Queensland and the parties agree to submit to the jurisdiction of the courts and tribunals of that State or Territory.

32. Definitions:

“Client” means any person or entity that from time to time may be supplied casual and/or labour by Strait Support;

“Consultant” means any employee engaged by Strait Support as its consultant;

“Fee” means the hourly rate charged for the supply of an Employee as notified by Strait Support to the Client from time to time;

“Services” means the services to be performed by the Employee supplied by Strait Support pursuant to the terms of this Agreement;

“Employee” means a person provided by Strait Support to the Client for the provision of services from time to time.

Client Company Name:

Client Name:

Client Signature:

Date:

Witness Name:

Witness Signature:

Date:
