

# Terms of Business

## Workforce Solutions



This document sets out the terms and conditions ("Terms of Business") that Workforce Solutions (Qld) Pty Ltd (ACN 063 053 930) will introduce and supply candidates, contractors or temporary employees, as applicable to the client. The client agrees to be bound by these Terms of Business by accepting details of personnel, viewing personnel or employing or engaging personnel introduced by Workforce Solutions for placement offered by the client.

### Client Details

Client Name: ..... Billing Name: .....  
Address: .....  
Email address: ..... ABN / ACN: .....  
Contact name: ..... Phone number: .....

I warrant that I am authorised to sign these Terms of Business for and on behalf of the client & understand that signing the Work Placement Form I agree to these Terms of Business.

Signed: ..... Name: .....  
Position: ..... Date: .....

### 1. Definitions

"Assignment" means the provision of a FTM by Workforce Solutions to you.

"Commencement Date" means the date of commencement of an Assignment.

"Daily Rate" means the daily charge out rate of a FTM as provided to you in writing by Workforce Solutions.

"Fee" means an amount payable by you to Workforce Solutions for the provision of a FTM calculated by multiplying the number of hours the FTM works with you by the Hourly Rate.

"Field Team Member" or "FTM" means a temporary worker employed by Workforce Solutions.

"GST" means Goods and Services Tax.

"Hourly Rate" means the hourly rate payable by you for a FTM as notified in writing by Workforce Solutions.

"Introduction" means the initial notification or meeting or a FTM.

"Parties" means Workforce Solutions and you.

"Placement Fee" means 10% of the annualised wages of the relevant FTM based on the FTM's average gross wages during the period of the last Assignment.

"Term" means the duration of an Assignment.

"Terms of Business" means these terms and conditions.

"Time Sheet" means a time sheet prepared by a FTM setting out the number of hours the FTM worked with you.

### 2. Engagement

2.1 When you require Workforce Solutions to provide a FTM to you, you shall notify Workforce Solutions in writing or verbally of your requirements.

2.2 Upon receiving a request from you under sub-clause 2.1, Workforce Solutions will provide a FTM to you for the Fee.

2.3 The minimum Term is 4 hours. If you terminate the provision of the FTM within the first 4 hours of the commencement of the Term, you will incur a Fee calculated as if the Term was 4 hours.

2.4 Where the Term is for a specified period but Workforce Solutions continues to provide the FTM to you at your request after that period, the Term will be considered to be for an indefinite period and these Terms of Business will continue to apply to Workforce Solutions' provision of the FTM.

### 3. Fee

3.1 The Fee will be payable by you within 21 days of the date of the invoice issued by Workforce Solutions.

3.2 If you are in default of making a payment under these Terms of Business, Workforce Solutions may charge interest at the rate of 20% per annum. The interest shall be calculated on daily balances from the due date of the invoice until receipt of payment.

### 4. Subsequent employment or engagement

4.1 If you employ or otherwise engage a FTM within 12 weeks after the Introduction, you must pay the Placement Fee to Workforce Solutions. No fee is payable after 12 weeks on Labour Hire.

4.2 You must also pay the Placement Fee to Workforce Solutions if you are directly or indirectly involved with a third party employing or engaging a FTM in any capacity at any time within 12 weeks after the Introduction. No fee is payable after 12 weeks on Labour Hire.

### 5. Obligations of Workforce Solutions

From the Commencement Date and during the Term, Workforce Solutions will employ the FTM and will be responsible for the following in relation to each FTM it provides to you:

(a) the payment of wages to the FTM;

(b) the payment of workers' compensation insurance for the FTM;

(c) the payment of payroll tax in respect of payments made by Workforce Solutions to the FTM; and

(d) the payment of superannuation to the FTM, for the purpose of the Superannuation Guarantee (Administration) Act 1992.

### 6. GST

In addition to the Fee, you must pay an additional amount to Workforce Solutions equal to the GST payable by Workforce Solutions in respect of the supply of the FTM subject to the issue of a tax invoice. GST on wages & placement fee where applicable.

### 7. Your Obligations

7.1 You must provide a clear description of the work to be undertaken by the FTM prior to Workforce Solutions providing the FTM to you.

7.2 In the event the FTM undertakes work for you that is not set out in the description whereby Workforce Solutions is required by an industrial instrument to pay the FTM a higher level of wages (or any other payments) than Workforce Solutions had determined on the basis of the description provided by you, you will be responsible for, and indemnify Workforce Solutions against, any additional costs incurred by Workforce Solutions.

7.3 You must check and counter-sign Time Sheets submitted to you by a FTM. However, your failure to check and counter-sign a Time Sheet does not alter your liability to pay the Fee.

7.4 You will be responsible for supervising the performance of a FTM provided to you.

7.5 You must comply with the provisions of all relevant occupational health and safety laws and any other laws relating to a FTM working at your premises.

7.6 You must report as soon as it is reasonable to notify Workforce Solutions any injury suffered by a FTM or any incident at the workplace that exposed a FTM to an immediate risk regarding the health and safety of the FTM.

### 8. Insurance

You must maintain public liability and other insurance up to an amount of 5 million dollars against any loss, damage or injury sustained by:-

(a) a FTM on an Assignment ;

(b) any third party arising from an act or omission of a FTM on an Assignment; or

(c) any person which arises out of or in the course of an Assignment.

### 9. Disclaimer

9.1 Except for any act or omission of Workforce Solutions or its employees or agents, Workforce Solutions is not liable to you for any loss or damage caused by Workforce Solutions' provision of FTMs to you or the acts or omissions of FTMs provided by Workforce Solutions to you.

9.2. All other conditions and warranties imposed by law or statute are excluded except for any non-excludable rights under Queensland and Commonwealth legislation.

9.3 Workforce Solutions specifically:

(a) provides FTMs to you without warranties of any kind, either express or implied; and

(b) makes no warranty or representation as to the accuracy of information provided about the FTM's qualifications, experience, skill or capacity.

### 10. Indemnity

You indemnify (and will keep indemnified) Workforce Solutions against any liability, claim or legal proceeding incurred by, or brought against, Workforce Solutions in respect of any injury to any person and any loss or damage whatsoever to any property, real or personal, arising out of:

a) an act or omission of a FTM provided by Workforce Solutions to you whether such act or omission was negligent or otherwise;

(b) a breach by you of any of your obligations under these Terms of Business; or

(c) any act or omission of you or your employees or agents.

### 11. Termination

11.1 Where the Term is for a specific period, the Assignment will end on the expiration of the Term unless terminated earlier in accordance with sub-clause 11.3.

11.2 Where the Term is for an indefinite period, the Assignment may only be terminated in accordance with sub-clause 11.3.

11.3 You may terminate the Assignment as follows:

(a) if Workforce Solutions has informed you in writing of an amount of written notice you are required to give to Workforce Solutions to terminate the Assignment, by giving that written notice to Workforce Solutions; or

(b) in all other circumstances, by giving 4 hours' notice to Workforce Solutions.

11.4 Workforce Solutions may withdraw any FTM provided by Workforce Solutions to you immediately and without payment or penalty if:

(a) you fail to pay any amount to Workforce Solutions in accordance with these Terms of Business;

(b) you breach any of your obligations in these Terms of Business; or

(c) there is concern regarding health and safety.

### 12. Entire Agreement

The Terms of Business constitute the entire agreement between the Parties with respect to their subject matter and supersede all previous communications, representations, inducements, undertakings, agreements or arrangements between the Parties.

### 13. Variation

The Terms of Business shall not be varied except in writing signed by the Parties.

### 14. Waiver

The failure or delay on the part of a Party in exercising any power or right conferred upon that party by the Terms of Business shall not operate as a waiver of that power or right. Any waiver of a breach of these Terms of Business shall be in writing signed by the Party granting the waiver.

### 15. Severability

If any provision of the Terms of Business is invalid or unenforceable, then to the extent of the invalidity or unenforceability, that provision must be ignored in the interpretation of the Terms of Business and all other provisions remain in full force and effect.

### 16. Governing Law

The laws of Queensland apply to these Terms of Business and the Parties submit to the jurisdiction of the Courts in the State of Queensland.

### 17. Pre-Employment Drug Testing

The employer has a legitimate right and indeed obligation, to try and eliminate the risk that employees might come to work impaired by alcohol or drugs such that they could pose a risk to health and safety. On health and Safety grounds a pre-employment drug testing will be conducted on all candidates, as part of the assessment process for suitability when a potential employee has applied for a position. Pre-employment drug test costs are not on charged.

### 18. Pre-Employment in-house medical assessment

Pre-employment in-house medicals are an important part of safety in the workplace. An employer has the responsibility to provide a safe working environment for all employees within a workplace. The aim of a pre-employment medical is to give the employer a better understanding of the risks the candidate might carry so as to avoid injury or illness to the candidate or their colleagues. There are many statutory requirements for particular industries that stipulate certain employees' fitness to perform a proposed role. This may be an important step in the selection process of candidates. Medical assessments are on charged at cost.