

4. WORKPLACE HEALTH AND SAFETY

4.1 The Employee:

- (a) Will at all times comply with the requirements of applicable legislation including but not limited to that relating to work health and safety and Federal and State anti-discrimination legislation;
- (b) Must observe the Client's and the Company's policies and procedures (as may be varied from time to time) that relate to or are in connection with any Assignment, however these policies and procedures do not form terms of this Master Agreement and do not vest any rights in the Employee;
- (c) Must complete the Online Induction supplied by the Company within one (1) week of start date detailed on the Assignment Schedule; and any other workplace health and safety documentation the Company or Client requires;
- (d) Must advise the Company of any change in his or her capacity, physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication he or she is taking (prescribed or otherwise);
- (e) Must notify the Company if the Client requests or directs the Employee to perform duties that are outside of the job or assignment description provided by the Company. The Employee must not commence any such new duties prior to obtaining authority from a representative of the Company;
- (f) Must contact both the Client and the Company in the event that the Employee is unable to attend work with the Client for any reason. This should occur as soon as practicable after the Employee becomes aware that they cannot attend work or at least 30 minutes prior to the scheduled commencement time for work;
- (g) Must contact the Company immediately if they suffer a workplace injury of any kind.

4.2 The Company may at their discretion or by request from Client, direct the Employee to complete a medical assessment or other form of background check prior to commencement of a new assignment or in the course of an existing assignment where it is reasonably required to determine the capacity of the Employee to perform work safely and without risk to their own or others health.

5. REMUNERATION

5.1 The Employee shall be advised verbally and in each Assignment Schedule of the applicable hourly or daily rate of pay for the Assignment and this shall occur prior to the commencement of work on any particular assignment. Such hourly or daily rate of pay shall be inclusive of any applicable casual loading and superannuation.

5.2 The payment of a rate of pay on any particular assignment shall not provide the Employee with any right to continuing payment of such rate of pay on alternative assignments.

6. PAYMENT/TIMESHEETS

6.1 In consideration for the work performed pursuant to any Assignment, payment shall be deposited as per Schedule, unless the payment of such wages is delayed owing to circumstances beyond the control of the Company.

6.2 The Company will include payment only for those timesheets that are electronically approved by an authorised representative of the Client. Timesheets should be submitted online by the Employee on a weekly basis no later than close of business each Monday. Late submission of timesheets may cause delay in payment.

6.3 In accordance with some Client internal processes, the Employee may be required to complete an additional timesheet in order to receive payment.

6.4 The Company shall deduct amounts as required by superannuation legislation from the Payment and remit these to a complying superannuation fund, nominated by the Employee, on behalf of the Employee.

6.5 The Company will withhold PAYG taxation from the Payment as required by applicable legislation.

6.6 All Payments made in accordance with this clause will be by direct deposit to the Employee's bank account as nominated by the Employee.

7. LEAVE, PUBLIC HOLIDAYS AND WEEKENDS

7.1 The following days are holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other government gazetted public holidays in the relevant state or territory in which the work is being performed.

7.2 The Employee may be requested to perform work on public holidays from time to time.

- 7.3 The Employee shall not be deemed to be rostered to work on a public holiday unless directed in writing by the Company or Client.
- 7.4 The Employee is only entitled to payment for approved time actually worked on a public holiday or weekend day.
- 7.5 All time worked on a public holiday (in Clause 7.1) or weekend day shall be paid at the Employee's applicable ordinary hourly or daily rate provided in each Assignment Schedule unless otherwise approved in advance by the Company in writing.
- 7.6 The Employee will not accrue any leave entitlements therefore all leave taken (for example, holiday, personal, carers or bereavement leave) will be deemed to be taken as unpaid leave.

8. EXPENSES

- 8.1 The Employee must seek approval from the Client prior to incurring any expenses in connection with any Assignment.
- 8.2 The Employee must, in the first instance, seek payment of their expenses from the Client. Upon the Client receiving receipts and proof of expenses, the Client will determine whether it will reimburse such expenses, and if so, the Client will be responsible for such reimbursement in accordance with the Client's usual expense reimbursement policy and process.
- 8.3 Should the Client be unable to process reimbursement of approved expenses incurred by the Employee, the Employee may seek reimbursement for these expenses from the Company. To do so, the Employee must submit an expense reimbursement request through the Astute Payroll system and attach receipts for such expenses. The expenses will only be reimbursed once the request has been electronically approved in Astute by the Client.
- 8.4 Any expenses not approved by the Client will not be reimbursed by the Company to the Employee.

9. COMPANY PROPERTY

- 9.1 In the event that the Company or the Client supplies the Employee with any tools or equipment, the Employee agrees to:
- (a) take reasonable care of such property;
 - (b) prevent any damage occurring to any property;
 - (c) maintain the condition of any property; and
 - (d) return the property to the Company or the Client in a satisfactory condition upon termination of the Assignment.
- 9.2 If the Employee fails to:
- (a) return any property to the Company or the Client upon the termination of an Assignment; or
 - (b) return such property in a satisfactory condition,
- the Employee acknowledges that the Company reserves the right to off-set, the amount of the property from any amount that the Company would have otherwise been required to pay the Employee, subject to law.
- 9.3 In the event that the value of the property exceeds the value of any money otherwise payable to the Employee, the Employee undertakes to repay the outstanding balance to the Company.

10. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND MATERIALS

- 10.1 The Employee will not use or attempt to use any confidential information of the Company or Client in any manner and for any purpose other than for the purpose of the business of the Company or Client.
- 10.2 The Employee shall not make improper use of the position of arrangement, or of information that may be acquired by virtue of his or her assignment or employment, to gain advantage for himself or herself (or any other person) to the detriment of the Company or Client.
- 10.3 The Employee agrees that at the termination of an assignment, or when directed by the Company or Client, they will immediately return to the Company or Client, or if directed to do so, destroy all Confidential Information in their possession or control.
- 10.4 Ownership of all inventions, improvements, designs, creations, developments and other Intellectual Property in the materials generated in connection with any Assignment will be and will remain the property of the relevant Client.
- 10.5 The Employee agrees to keep the terms of this Master Agreement confidential and not to disclose them to any third party without the Company's permission or as required by law.

11. INDEMNITY

11.1 The Employee agrees to keep the Company indemnified from and against:

- (a) any and all claims, damages, costs or liabilities that may arise as a consequence of the Casual Employee (You) being deemed to be a Fixed Term Employee or Permanent Employee for any purpose, including but not limited to, annual leave, personal leave, long service leave and redundancy entitlements;
- (b) any and all claims, costs, damages or liabilities that may arise as a consequence of the Employee undertaking the Assignment including breach of this Master Agreement (that are not otherwise covered under the Company's current insurance policies referred to in section 2.1 (C) of this Master Agreement);
- (c) any disclosure of Confidential Information by the Employee; and
- (d) any and all claims, costs, damages or liabilities that may arise as a consequence of the Employee directly or indirectly, whether orally or in writing, associating or representing the Company, its services or the work it performs.

12. OTHER WORK / CONFLICT OF INTEREST

12.1 The Employee may perform work for any other person, provided:

- (a) it does not prejudice or affect the ability of the Employee to undertake the Assignment;
- (b) prior to the commencement of the alternative assignment the Employee declares to the Company any conflict of interest or potential conflict of interest; and
- (c) that the Employee does not, during the Assignment, provide services to any competitor of the Client or an entity in the same industry as the Client for whom they are currently providing services, without the prior written consent of the Company.

12.2 The Employee warrants that to the best of their knowledge at the commencement date of each Assignment, no conflict of interest exists, or is likely to exist, in undertaking the Assignment.

12.3 If a conflict or risk of conflict arises, the Employee undertakes to notify the Company immediately in writing of that risk of conflict or potential conflict.

12.4 Such conflict shall constitute breach of a material term of this Master Agreement by the Employee and shall entitle the Company, at its discretion, to terminate this Master Agreement in accordance with its terms.

13. NO WAIVER

A waiver of any provision of this Master Agreement by the Company must be in writing. A failure of the Company at any time to insist on performance of any provision of this Master Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision.

14. TERMINATION

14.1 The parties acknowledge that the Client may terminate the Assignment or there may be other circumstances that give rise to termination. Therefore, either party may terminate this Master Agreement or any Assignment with immediate effect, unless a different period is specified on the Assignment Schedule.

14.2 The parties acknowledge that termination of an Assignment will not automatically constitute termination of this Master Agreement.

14.3 Notwithstanding clause 14.1 above, the Employee is encouraged to engage in a discussion with the Company, and where appropriate, the Client as to a mutually convenient termination day of any Assignment.

14.4 Where the Company provides notice of termination and the Employee is engaged on an Assignment on that day, the Company may either require the Employee to work for the remainder of the day or otherwise pay the Employee in lieu for the agreed hours to be worked on that day.

14.5 Nothing in this Master Agreement shall affect the right of the Company or Client to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:

- (a) Wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of employment including:
 - (i) theft
 - (ii) fraud (including falsifying records)

Contractor (PAYG) Master Agreement

- (iii) assault
 - (iv) attendance at the workplace under the effects of prohibited drugs or alcohol
 - (v) failure to disclose information that may be reasonably considered to be relevant to the Employee's ability to perform the Assignment or reputation of the Company (whether or not requested by the Company or the Client) including but not limited to criminal convictions or the Employee is charged with any offence
 - (vi) the Employee refusing to carry out the Company's lawful and reasonable instruction; or
 - (vii) the Employee not complying with the policies and procedures of the Company or Client
 - (b) Conduct that causes imminent, and serious risk to
 - (i) The health or safety of a person, including the Employee; or
 - (ii) The reputation, viability or profitability of the Company or Client's business
 - (c) the Employee loses or fails to renew any license or registrations required to undertake the Assignment
- 14.6 Employee's absence from work for a period of three consecutive rostered work days without the consent of the Company or Client and without notification to the Company shall be deemed to have terminated their employment by abandonment.
- 14.7 Upon termination of any Assignment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Employee's possession, whether such be in hard copy or soft copy, as a consequence of that Assignment.
- 14.8 Any notice of termination in accordance with this clause is to be expressed in writing unless otherwise agreed by the Company.
- 15. READINESS FOR ASSIGNMENTS**
- 15.1 The Employee authorises the Company to complete, when requested by Client, a criminal record or police check, qualification checks and / or any additional reference checks prior to considering whether to offer the Employee a new Assignment or Assignment position.
- 16. DIRECT ENGAGEMENT**
- 16.1 The Employee must notify the Company immediately of any offer of employment made to the Employee by the Client or any approach to the Employee by the Client to discuss potential employment with the Client.
- 16.2 You may accept an offer of ongoing employment made by the Client at any time subject to the provisions of clause 16.
- 16.3 If you are offered, and/or you accept, direct employment or engagement of any kind with the Client, you agree to:
- (a) notify the Company immediately;
 - (b) inform the Company of the start date of the employment or engagement and the remuneration package that you are offered by the Client;
 - (c) provide any other details as may be requested by the Company.
- 17. AMENDMENT**
- 17.1 This Master Agreement may not be amended except by the written consent of all parties.
- 18. GENERAL**
- 18.1 This Master Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
- 18.2 The covenants herein contained are made for the benefit of, and so as to bind, the parties hereto and their respective heirs, executors, administrators, successors and assignors.
- 18.3 The rule of interpretation which sometimes requires that an agreement be interpreted to the disadvantage of the party which put the agreement forward, does not apply.
- 18.4 This Master Agreement including all associated Assignments, irrespective of the time of issue, contains the entire agreement between the parties with respect to its subject matter.
- 18.5 Part or all of any clause of this Master Agreement that is illegal or unenforceable will be severed from this Master Agreement and the remaining provisions continue in force.

19. GOVERNING LAW

- 19.1 Subject to clause 19.2, this Master Agreement is governed by and is to be construed in accordance with the laws of the Commonwealth of Australia and the State in which this contract was issued. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State in which this contract was issued and waves any right to object to proceedings being brought in those courts.
- 19.2 The terms and conditions of each Assignment will be governed and construed in accordance with the laws applicable in the Commonwealth of Australia and the State in which the Assignment will be primarily performed.

20. ACKNOWLEDGEMENT

- 20.1 The Employee acknowledges and agrees that they have had the opportunity to take independent legal advice regarding this Master Agreement and enters into this Master Agreement fully and voluntarily.

21. DEFINITIONS AND INTERPRETATION

- 21.1 In this Master Agreement unless the context requires otherwise:

Assignment means the individual placement details specified in each individual Schedule.

Claims means any claims or proceeding (whether commenced by the Employee and/or any third party), costs legal or otherwise, losses (whether consequential or otherwise), damages, fines, penalties and all other liabilities (howsoever described).

Client means the Client specified in any Assignment Schedule to this Master Agreement, irrespective of the time of issue, with whom the Company has an agreement to provide on-hire worker services.

Confidential Information includes any information that the Employee accesses or which is communicated to the Employee during the term of this Master Agreement and:

- (a) is identified as confidential; or
- (b) that the Employee should reasonably expect to be confidential; and
- (c) includes, but is not limited to: any trade secrets or information relating to customers or clients; customer lists or requirements; suppliers; terms or trades; pricing lists or pricing structures; marketing information and plans; Intellectual Property; Materials; inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs; product lines; production; processes; drawings; research activities; software and the source codes of any such software; of the Company or of any Group Company or the Clients.

It does not include information that:

- (a) is generally available in the public domain unless by unauthorised use or disclosure;
- (b) was known by the Employee prior to the Employee's engagement by the Company or the Client; or
- (c) is required to be disclosed by law to the Employee.

Commencement Date means the date specified as the commencement date in each Assignment Schedule.

Employee refers to the individual who has been engaged as a Casual On-Hired Employee.

Group Company means any related entity or subsidiary of the Company as defined by the *Corporations Act 2001* as amended from time to time.

Intellectual Property means all intellectual proprietary rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation:

- (a) all trademarks, trade names, logos, symbols, brand names or similar rights, registered or unregistered designs, patents, copyright, trade secrets and the right to have Confidential Information kept confidential together with
- (b) any application or right to apply for any of the rights specified in paragraph (a) above.

Materials mean all materials, including documents and records, prepared by the Employee, arising out of, or concerning, the Assignment.

Moral Rights has the meaning given in the *Copyright Act 1988* (Cth) as amended from time to time.

Payment means the amount payable to the Employee by the Company for the Assignment in accordance with the agreed rates in each Assignment Schedule.