

General

1. The Client may from time to time require the labour of additional persons.
2. CG conducts a business involving the introduction of persons to employment with, and Assignment of Employees to work at, other businesses.
3. The Client and CG have hereby reached Agreement on the terms and conditions that apply to the parties upon requesting CG to provide labour services to the Client.
4. This document constitutes an entire Agreement between the Client and CG in respect of the subject matter of this Agreement and supersedes all previous Agreements, undertakings, representations and communications, whether written or oral, relating thereto. Any additions or modifications to this Agreement must be in writing and signed by both parties.
5. This document will be governed by and construed in accordance with the law in effect in Queensland and the parties accept jurisdiction of the courts of Queensland in relation to any dispute that may arise between them.
6. If any provision of this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement will remain in force.

Definitions

7. Unless the context otherwise requires, the following terms have the meaning given below in this Agreement:
 - a. **"Agreement"** means this document and any additions or modifications to this document.
 - b. **"Assignment"** means each and every provision of an Employee to the Client for the purposes of performing labour services.
 - c. **"Candidate"** means any person introduced to the Client by or through CG or its representatives, including any person who has contacted CG with a view to seeking employment.
 - d. **"Client"** means the person, firm or body corporate together with any subsidiary or associated company as defined by the *Corporations Act 2001 (Cth)* that CG provides an Assignment or introduces a Candidate.
 - e. **"Employee"** includes all personnel assigned by CG to provide labour services to the Client in connection with an Assignment.
 - f. **"GST"** has the meaning provided in the GST Act.
 - g. **"GST Act"** means the *A New Tax System (Goods and Services) Act 1999 (Cth)*.
 - h. **"Hourly Rate"** means the standard hourly rate of pay payable in respect of an Employee performing an Assignment as determined in accordance with clause 11.
 - i. **"Introduction"** means the giving by CG to the Client of any information relating to the Candidate including but not limited to the Candidate's name, academic record, employment history and any written information about the Candidate and shall also include arranging for the Client or its representatives to interview the Candidate. **"Introduced"** has a corresponding meaning.
 - j. **"Labour Services"** means the work performed by an Employee for the Client during and as agreed by the parties for the purposes of each Assignment.

Interpretation

8. Reference to:
 - a. a person includes a natural person, body corporate, corporation, statutory corporation, partnership, the Crown and any other organization or legal entity;
 - b. a party includes the party's executors, administrators, successors and permitted assigns;
 - c. the singular includes the plural and the plural includes the singular; and
 - d. a day is a reference to a calendar day and is not limited to working days.
9. Neither these terms or conditions nor any part of them is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

Suitability of Candidates

10. CG will endeavor to provide accurate details of the Candidate, but does not accept liability for any loss, expense, damage or delay in connection with the introduction of the Candidate or the Candidate's subsequent employment whether caused by negligence or otherwise. The Client agrees to take up references, satisfy any medical requirements, verify qualifications and conduct interviews as the Client sees fit. The Client will base any decision to employ wholly on its own enquiries and judgment.

Permanent Placement Fee Structure

11. In respect to the Introduction of a Candidate to, and subsequent employment of the Candidate by the Client, the Client is liable to CG for a fee calculated as follows:
 - a. The sum total of all remuneration (annualised) offered to the Candidate, including:
 - (i) Base Salary;
 - (ii) Superannuation; and
 - (iii) Company car or allowances.
 - b. The fee will be calculated on the scale below:

TOTAL ANNUAL REMUNERATION	FEE
\$0 to \$49,999	TBC
\$50,000 to \$79,999	TBC
\$80,000 and over	TBC

- c. Replacement Guarantee: If a Candidate recruited through CG leaves the Client's employ within three months (13 weeks) of the date of commencement, CG will endeavour to find a replacement free of charge. This Replacement Guarantee is offered under the following conditions-
 - (i) CG's fee has been fully paid within fourteen (14) days of the date of invoice, and
 - (ii) CG has been notified in writing within seven (7) days of the occurrence of a termination and providing the termination is for reasons other than retrenchment, restructuring, economic circumstances, change of job description, or working conditions.
 - (iii) The Candidate was not engaged by the Client in a temporary capacity through CG immediately prior to the acceptance of a permanent position.
 - (iv) Any additional costs and out of pocket expenses (eg. advertising) are not included in this replacement guarantee and will be the responsibility of the Client.
 - (v) changes occur in the remuneration package or role originally recruited for.

- (vi) CG will be given eight weeks (8 weeks) to source a replacement before a credit can be requested.
- (vii) Where a replacement is recruited no further guarantee is provided for such a placement.

Exclusions of the guarantee-

- (i) This Replacement Guarantee is not transferable to other placements or recruitment services.
 - (ii) The Client is not entitled to any credit for valid replacement guarantees that the Client does not wish to pursue; which are undertaken by CG but not completed; or, any replacement Candidate that is not accepted by the Client.
 - (iii) Should the Client or any subsidiary or associated company of the Client, subsequently re-engage the terminated Candidate or the use of the terminated Candidate, within the period of 12 calendar months from the date of termination, a full fee (refer Placement Fee) becomes payable (with no entitlement to a refund).
- d. Responsibilities After Placement: Once a Candidate is placed as an employee with a Client, the Client is the Candidate's employer and has sole responsibility for the employee. CG has no liability or obligations in respect of the Client's employee, including, without limitation, in respect of the termination of employment of the employee for any reason by the Client.

On Hire Casuals/Labour Hire Fee Structure

12. In respect to the Assignment of Employees to the Client, the Client is liable to pay CG fees calculated as follows (rate will be set out in a pricing schedule presented to the client):
 - a. multiplying the hours of work worked by each Employee during the Employee's Assignment by the Hourly Rate payable in respect of the Employee providing labour services to the Client, and
 - b. adding a premium where it is required to pay the Employees assigned to the Client additional amounts, in respect of any of the following, that may be payable to the Employee during an Assignment in accordance with the relevant award or agreement:
 - (i) shift loadings – up to an additional 30% of the Hourly Rate for each hour that an Employee works to which a shift loading applies;
 - (ii) casual loadings – an additional 25% of the Hourly Rate for each hour that an Employee works to which a casual loading applies;
 - (iii) overtime rates – up to an additional 50% of the Hourly Rate for each overtime hour that an Employee works for the nominated hours in the relevant award or agreement and then 100% of the Hourly Rate for each overtime hour that the Employee works thereafter;
 - (iv) work on Saturdays – up to an additional 50% of the Hourly Rate for each hour that an Employee works on a Saturday for the nominated hours in the relevant award or agreement and then 100% of the Hourly Rate for each hour that the Employee works on a Saturday thereafter;
 - (v) work on Sundays and Public Holidays – as per the relevant award or agreement. An additional 150% of the Hourly Rate may be added for each hour that an Employee works on a Sunday or a Public Holiday;
 - (vi) travel time – as agreed, or in the absence of an Agreement, as determined by CG in its discretion;
 - (vii) any other penalty rates – as agreed, or in the absence of an Agreement, as determined by CG in its discretion;
 - (viii) any other amount – as agreed, or in the absence of an Agreement, as determined by CG in its discretion;
13. In the event that agreement between the parties as to the Hourly Rate payable in respect of an Employee's labour services cannot be reached by the time for commencement of the Assignment, the Hourly Rate will be determined by CG at its discretion in accordance with the relevant award, agreement or market rate.
14. In order for the parties to reach agreement as to the Hourly Rate, the Client must provide CG with:
 - a. the details of any and all industrial awards or agreement applying to the Client's employees performing the same or substantially similar work as the Employees will be performing during the Assignment;
 - b. the Client's rates of pay in respect of its employees performing the same or substantially similar work as the Employees will be performing during the Assignment;
15. The minimum daily hire for an Employee is four (4) hours.
16. All fees quoted or invoiced to the Client in respect to an Assignment:
 - a. Are inclusive of worker's compensation, payroll tax, superannuation, annual leave entitlements, sick pay and public liability insurance;
 - b. Are premised upon the hours depicted in timesheets approved by CG and forwarded by the Client;
 - c. May vary from time to time if there is any change which otherwise substantially affects CG's provision of any Assignment to the Client or the cost of any Assignment, including a variation in Award or Site Agreement conditions or statutory employment costs, provided CG gives the Client notice of the change as soon as practicable.

GST

17. Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided. To the extent that a party to this Agreement is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit. To the extent that any consideration payable to a party under this Agreement is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

Payment terms

18. CG will invoice the Client:
 - a. In respect to the Introduction of a Candidate, upon the Candidate commencing employment with the Client; and
 - b. In respect to an Assignment of an Employee: on a weekly basis.
19. Payment of CG's invoices must be made by the Client within fourteen (14) days from the date of invoice.
20. Interest will accrue on the balance of any invoice outstanding on and from the end of such period at the rate 4 percentage points above the Reserve Bank of Australia cash target rate.

Retention of Employees by Client

21. If the Client (or any entity or body corporate related to or associated with the Client) has contact with an Employee through or in connection with an Assignment, and employs or engages any current or former Employee (either directly or indirectly) during that Assignment or within 12 months of the expiration of that Assignment, then Clause 11 (Permanent Placement Structure) of this Agreement will apply.
22. The Client agrees that it will not offer to retain or engage any Employee whether directly or indirectly, or permit any other person to offer to retain or engage

any Employee, during or prior to an Assignment without seeking prior permission in writing from CG.

Cancellation

23. All requests for supply of Employees must be made in writing;
24. The Client must provide CG with not less than one (1) week notice during any probation period, and two (2) weeks' notice thereafter, of cancellation of any supply of Employees. In the event the Client breaches this condition, CG reserves the right to invoice the Client for all expenses incurred in relation to the cancellation, including without limitation two (2) weeks' notice.

CG's Obligations

25. If an Employee leaves the Client within thirteen (13) weeks of the date of commencement of work with the Client, CG will endeavor to find one (1) replacement without additional fee to the Client provided that:
 - a. The Client has paid all invoices in accordance with this Agreement;
 - b. The Client notifies CG in writing within seven (7) days of an Employee ceasing work;
 - c. The cessation of work is for reasons other than retrenchment, restructuring, economic downturn, change of job description, working conditions or failure to attend work by reason of force majeure including but not limited to war, threat of war, acts of terrorism, civil commotion, fire, flood, strike, industrial lockouts, accidental injury or death;
 - d. The Client has not been assigned the Employee in a temporary capacity immediately prior to the acceptance of a permanent position;
 - e. Any additional costs associated with the replacement, including advertising, are to be paid by the Client;
 - f. CG reserves the right to negotiate the replacement terms should changes occur in the remuneration package or role of the replacement;
 - g. The Client is not entitled to any credit for the Client failing to replace an Employee if the Client does not wish to accept the replacement.
26. The replacement offer referred to in clause 25 above is not transferable to other placements or recruitment services.
27. In the event that clause 25 above applies and CG cannot find a suitable replacement within eight (8) weeks, CG will credit the Client the fees paid for the initial Employee.
28. Clause 25 above does not apply where a replacement Employee has been assigned.
29. Although CG will use its best endeavors to select Employees or Candidates for the Client, no warranty is made that any Employee or Candidate will be suitable for the Client's purposes and CG accepts no liability for any loss or damage (including consequential loss or damage):
 - a. If CG is unable to supply Employees or Candidates required by the Client at any time; or
 - b. Arising from any negligence, dishonesty, carelessness or lack of skill of any Employee or Candidate.
30. Once a Candidate is employed or engaged by the Client, the Client has sole responsibility for the Candidate and CG has no liability or obligations in respect of the Candidate, including, without limitation, in respect of the termination of employment of the Candidate for any reason by the Client.

The Client's Obligations

31. The Client agrees to notify CG upon the date a Candidate introduced by CG has accepted employment with the Client.
32. The Client must ensure that individual time sheets of an Employee assigned by CG are:
 - a. In the form approved by CG;
 - b. Forwarded to CG's office no later than 10:00am on the day following the assignment of an Employee to the Client; and
 - c. Signed by the Employee and a duly authorised representative of the Client.
33. The Client acknowledges and agrees that all Employees assigned to the Client are assigned strictly upon the basis that:
 - a. The Employees will work under the direct care and supervision of the Client;
 - b. The Client has a non-delegable duty of care to the Employee to ensure that there is provision at all material times of:
 - (i) A safe workplace, in particular ensuring that all plant and equipment made available by the Client (including motor vehicles and machinery) is registered where required and meets all applicable standards required by law;
 - (ii) A safe work system;
 - (iii) Adequate supervision and training;
 - (iv) Appropriate clothing, footwear, eye and ear protection;
 - (v) A comprehensive structured site and job safety induction; and
 - (vi) Rehabilitation of Employees injured at the Client's site by provision of suitable alternative duties.
 - c. The Client will comply with all safety standards, codes of practice, occupational health, safety, environmental and associated legislation and regulations, including obtaining any necessary certificates, licenses, consents, permits and approvals of any organisation having jurisdiction for performance of the labour services required at the relevant site;
 - d. The Client will not request an Employee to engage in any work or use any equipment with which the Employee is unfamiliar, unqualified to use or perform, or for which he/she has not received adequate training;
 - e. The Client will immediately notify CG of any of any change in the nature of the tasks undertaken, equipment operated, and chemicals (or other consumables) used by an Employee, or if an Employee is involved in a significant incident (including misconduct) or suffers any injury in the performance of labour services under an Assignment;
 - f. The Client will permit CG or its authorised representatives to undertake an inspection of the area/s where an Employee is assigned to work or has worked at any time following the occurrence of a significant incident or an injury to an Employee or where CG reasonably suspects any non-compliance with this Agreement, provided CG gives the Client 24 hours' notice of intention to do so;
 - g. The Client will maintain full and adequate insurance, naming CG as an interested party, to cover:
 - (i) Loss or damage to the Client's property or the property of other persons including machinery, motor vehicles and other plant and equipment and all which may be operated or handled by any Employee; and
 - (ii) Death or personal injury (to the Client's personnel or any other person) caused or contributed to by an Employee whilst on Assignment to the Client, including without limitation a public liability insurance policy with an amount insured of not less than \$20,000,000 per event, against any claim which any Employee or any other person may have against CG or the Client arising out of the Client's occupation of premises; any act or omission of the Client, the Employee/s of CG, or any Employee, contractor or agent of the Client or CG relating to any plant, equipment or vehicles to be used by Employees of CG or any other matters of general workplace liability;
 - h. The Client is responsible for and hereby indemnifies and will keep indemnified and holds harmless CG, its directors, officers, agents and assigns in relation to any liability arising:
 - (i) In tort, contract, debt, defamation, restitution, an industrial instrument, statute, regulation or otherwise;

- (ii) For any loss, expense, fee, cost (including all legal costs), damage (including property damage) or injury (including personal injury, total and permanent impairment and loss of consortium or servitium) or death, caused by or contributed to by any negligence, or willful act or omission, by an Employee, the Client, the Client's employees, contractors, agents, assigns, a third party or all or any combination of them;
- (iii) For any claim or allegation by court proceedings or otherwise against CG, its directors, officers, Employees, contractors, agents and assigns, or all or any combination of them by the Client, an Employee, the Client's employees, contractors, agents, assigns, a third party or all or any combination of them;
- (iv) Howsoever, wherever and whenever arising, including by the breach of the terms or conditions of this Agreement.

- 34. Any liability arising under the above clause may be considered by CG to be a debt due by the Client to CG.
- 35. The Client agrees to base any decision to employ a Candidate wholly on its own enquiries and judgment.
- 36. The Client agrees to take up references, satisfy any medical requirements, verify qualifications and conduct interviews as the Client sees fit.

Termination

- 37. Either the Client or CG may terminate this Agreement by giving not less than fourteen (14) days' notice of its intention to do so. Termination will be without prejudice to any accrued rights of any party as at the date of termination.
- 38. CG may terminate an Assignment immediately without prior notice if:
 - a. The Client defaults in performance of a term or condition of this Agreement and that default is not remedied within seven (7) days after written notice specifying the default and the acts required to remedy it;
 - b. There is any change which prevents CG from effecting an Assignment, or which causes a material change to the effecting of an Assignment;
 - c. The Client ceases or threatens to cease to carry on its business; or
 - d. The Client commits an act of bankruptcy or is insolvent.
- 39. In the event that CG terminates this Agreement, CG may in its absolute discretion withdraw all of its Employees from the Client without further notice.

Confidentiality

- 40. All information supplied by CG, whether written or verbal, is confidential and should not be disclosed to any other party without the express written consent of CG. The Client agrees that a breach of this condition is a serious breach of this Agreement. The Client indemnifies CG against any loss, damage, cost or expense, whatever incurred by CG directly or indirectly, as a result of a breach by the Client, or other person or corporation receiving the confidential information from the Client.

Account Processing

- 41. For the purpose of processing the account application/permanent placement Agreement CG may:
 - a. Seek consumer credit information and obtain from a credit-reporting agency a credit report containing personal credit about the Client in relation to commercial credit provided by CG; and/or
 - b. Exchange information with other credit providers and obtain personal information about the Client from other credit providers, whose names the Client may have provided to CG or that may be named in a credit report, for the purpose of processing the account application for commercial credit, made to CG.