

Terms of Business & On Hire Agreement – Contractors and/or Temporary Staff

- General**
- 1.1 The following Terms of Business apply to the provision of Contract and Temporary staff.
 - 1.2 For the purposes of this document, “Candidate” includes individuals being considered by envirosearch Clients for contract work.
 - 1.3 For the purpose of this document “envirosearch” includes its sub-agents and agents.
- 2. Acceptance**
- 2.1 The Client accepts these Terms of Business by any one of the following:
 - by signing a copy of this Agreement and returning to envirosearch;
 - on interviewing or offering an assignment to a Candidate supplied by envirosearch;
 - by paying an invoice from envirosearch; or
 - by e-mail, verbal or other confirmation
 - 2.2 The Terms of Business will continue to remain in force for all future assignments, until it has been validly terminated (excepting that some clauses will survive the termination of this Agreement, where indicated).
- 3. Confidentiality**
- 3.1 Information supplied by envirosearch to the Client is strictly confidential and cannot be provided to a third party without the consent of envirosearch.
 - 3.2 Similarly, envirosearch will respect the Client’s confidentiality and will not disclose any information to a third party without the Agreement of the Client, or unless we are legally required to do so.
 - 3.3 The responsibility for the protection of the Client’s confidential information and intellectual property lies solely with the Client. envirosearch is not liable for any claim arising from the Client’s confidential information and intellectual property.
- 4. Personal Information**
- 4.1 The Client agrees to comply with the National Privacy Principles and Privacy Act 1988 (Cth) with regards to Candidate information provided to the Client by envirosearch. This information cannot be disclosed to a third party without express permission by envirosearch and the Candidate.
 - 4.2 Personal information can only be used by the Client for the primary purpose in which it was intended, for example to assess the Candidate’s suitability for contract placement.
 - 4.3 With regards to any personal information provided by the Client to envirosearch, the Client acknowledges that they have a right to provide this information and envirosearch can utilise this information during the recruitment process.
- 5. Fees**
- 5.1 Our charges will be based on the number of hours our Contractors and/or Temporary staff work on assignments as recorded on timesheets signed off by you on a weekly basis and according to the rates set out in the attached Schedule 1.
 - 5.2 Prior to commencing the work envirosearch will agree an hourly or daily rate with Clients.
 - 5.3 We may amend our hourly rates and charges to adjust for any increase in our Contractors and/or Temporary staff compensation if the work you require the Contractor and/or Temporary staff to carry out varies from that detailed in Schedule 1. This will be communicated in writing after discussion with the client.
 - 5.4 We may amend our charges to reflect any adjustments or other requirements imposed on us from a statutory authority or government department. Only actual costs without any profit margin will be adjusted and a full breakdown will be provided to the client in writing in advance of the adjustment being made.
 - 5.5 An administration fee of 15% will be charged should we be required to process and reimburse Contractor and/or Temporary staff expenses on your behalf. Wherever possible we strongly encourage you to arrange direct reimbursement with the Contractor and/or Temporary staff.
 - 5.6 All our rates and charges are GST exclusive. GST and any other taxes determined by Government will be added to all invoices.
- 6. Collection of Fees**
- 6.1 envirosearch will invoice the Client for work performed by Contractors and/or Temporary staff on a fortnightly basis. All invoices for services provided will indicate the hours worked, the charge out rates applicable (as set out in Schedule 1) and the calculated final cost of the service.
 - 6.2 Invoices are payable within 30 days.
 - 6.3 Overdue accounts may be charged interest at the rate of 15% (calculated on a daily basis). In addition to interest on overdue accounts a monthly statement fee of \$100.00 per calendar month may be charged on all overdue accounts.
- 7. Liability**
- 7.1 envirosearch takes the utmost care in selecting Contractors and/or Temporary staff suitable for the Client organisation’s needs. However envirosearch does not accept liability for any losses, damages or effects for which the Client may become liable arising out of or in connection with the recruitment, introduction or ongoing engagement of Contractors and/or Temporary staff.
 - 7.2 envirosearch will take all reasonable steps to verify qualifications and job history of each of its Contractors and/or Temporary staff. However envirosearch is not responsible for errors, omissions or incorrect representations in the details provided.

Clients are responsible for the final placement decision and management of Contractors and/or Temporary staff. The final selection of the successful Contractor and/or Temporary staff is made by you and responsibility for the supervision and services rests with you. The Client must satisfy itself as to the suitability of the Contractor and/or Temporary staff for the assignment.

7.3 envirosearch will maintain all relevant insurances and liability cover for **onshore** work in Australia only. envirosearch takes no liability whatsoever should clients request the Contractor and/or Temporary staff to work offshore unless approval has been given in writing by envirosearch. Immediate notification should be made to envirosearch should the Contractor and/or Temporary staff be required to work offshore. Note: Additional charges for offshore insurances will apply and be on charged to the Client.

7.4 The Client indemnifies envirosearch in respect of any claim arising from, or related to:

- any failure or alleged failure of a Contractor and/ or Temporary staff to perform his/her duties;
- personal injury or death of an employee, Contractor and/or Temporary staff or any other person in connection with or arising out of the performance by the Contractor and/or Temporary staff of his/her duties; and
- damage to any property arising from, or related to the performance of a Contractor and/or Temporary staff in his/her obligations.

7.5 envirosearch nor anyone acting on our behalf does not accept liability for any loss, expense, damage or delay from our failure to provide a Contractor and/or Temporary staff for the whole or part of an assignment.

7.6 The liability of envirosearch to indemnify the client pursuant to above clauses in 7.4 is reduced in proportion to the extent that any act or omission by the Client contributes to such liability.

8. Client Obligations

8.1 Throughout the assignment, the Client is obligated to:

- comply with relevant legislation, including legislation relating to workplace or occupational health and safety, discrimination and harassment; as outlined and agreed in the client safety checklist within this document (refer to Induction Checklist – Appendix 1)
- provide induction, training and safety consumables to our Contractors and/or Temporary staff where appropriate (refer to Induction Checklist – Appendix 1);
- inform our Contractors and/or Temporary staff and us promptly of any unusual workplace risk or practice or of any change in site or safety conditions that may present a hazard to our Contractors and/or Temporary staff;
- comply with our reasonable requests to ensure the workplace health and safety of our Contractors and/or Temporary staff and to promptly rectify any deficiency in the provision of a safe work environment or safe systems of work, that in our reasonable opinion would pose a threat to the safety of any other person who may attend a place at which work is or may be performed by one of our Contractors and/or Temporary staff under the assignment;
- notify us in writing immediately of any event that may give rise to a claim under any insurance policy or statutory indemnity that relate to our Contractors and/or Temporary staff whether such policy, indemnity or arrangement is held or established by you or by us; and report to us any performance issues in relation to our Contractors and/or Temporary staff so that we can manage the feedback process with our Contractors and/or Temporary staff.
- It is the responsibility of the Client to ensure that the Contractor and/or Temporary staff does not commence work unless wearing correct personal protective equipment (PPE) for the intended task (where required).

9. Work Performed by Contractors and/or Temporary Staff

- 9.1 The Client will be responsible for the supervision and work of the Contractor and/or Temporary staff while they are engaged to work with the Client.
- 9.2 The Client will advise envirosearch immediately of any changes to the scope, type or duration of the work required to be completed by the Contractor and/or Temporary staff.
- 9.3 The Client cannot on-hire or re-supply our Contractors and/or Temporary staff to any other person or organisation.

10. envirosearch Obligations

- 10.1 On advice from the Client envirosearch will immediately endeavour to replace any Contractors and/or Temporary staff where they do not meet the Client's expectations. If the Contractor and/or Temporary staff is to be replaced in this instance, the Client must inform envirosearch by telephone and then confirm their replacement request in writing that same day.
- 10.2 envirosearch and/or its appointed agents will keep in effect and current public liability and workers compensation insurance in relation to the provision of the contracting services outlined in Schedule 1. envirosearch will also keep current professional indemnity insurance (limited to \$10 million).

11. Candidate Introduction and Placement

- 11.1 The minimum contract period (unless otherwise agreed in writing) is 6 weeks from commencement.
- 11.2 If, following introduction from envirosearch, the Client employs a staff member, Contractor and/or Temporary staff associated with envirosearch, during their contract or within 12 months of the completion of the contract, the Client agrees to pay envirosearch a recruitment fee applying to Permanent Placements which is 20% of the total remuneration package (TRP). Similarly, within this time frame you will be liable to pay the full fee if you in turn introduce the Contractor and/or Temporary staff to another person, firm or organisation who subsequently engages them.
- 11.3 In the event that the salary cannot be accurately established, the fee will be 240 times the hourly rate at which the Contractor and/or Temporary staff was last supplied to you.

12. Termination

- 12.1 Subject to clause 11.1 an assignment will end at the date specified in the assignment description (if indicated).
- 12.2 After an initial period of two (2) weeks, either party can terminate an assignment and this Agreement by giving two (2) weeks notice. In the initial two week period one (1) day's notice is required. This clause may be varied in Section 6 of the Schedule 1.
- 12.3 The Client is still liable for any outstanding charges if the contract is terminated pursuant to clause 11.1 and/or clause 12.2.
- 12.4 envirosearch can terminate an assignment (and this Agreement) without notice and without incurring any liability to you for reasons that include, but are not limited to:
- any breach of the conditions of assignment, or this Agreement; or your failure to pay any amounts outstanding to us.

13. Schedule

- 13.1 A Schedule will be provided for each assignment and together with these Terms of Business and On Hire Agreement and the envirosearch Standard Terms of Business represents the full Agreement between the Client and envirosearch.

Schedule 1

This Schedule, together with the envirosearch Terms of Business and On Hire Agreement for Contractor and/or Temporary Staff and the envirosearch Standard Terms of Business, represents the full agreement between envirosearch and the Client organisation. The Management at envirosearch would like to thank you for the opportunity to provide our services and we look forward to sharing a successful ongoing business relationship.

1. **The Supplier:**

2. **The Client:**

3. **The Contractor:**

4. **The Services:**

5. **The Fee:**

6. **The Term:**

EXECUTED AS A DEED

EXECUTED by

envirosearch ABN 54 296 638 982

as a deed by being signed by persons authorised to execute this Agreement as a deed:

Position:

Name:

EXECUTED by:

ABN:

as a deed by being signed by persons authorised to execute this Agreement as a deed or by one of the conditions detailed in Clause 2.1:

Position:

Name:

Date: