

CLIENT TERMS OF BUSINESS

1. SERVICES

The Provider will supply the services of the Nominated Contractor in accordance with Schedule 1. This schedule outlines the relevant dates of the Contract, the role of the Nominated Contractor, hours of work and contract rate.

The Provider agrees to make every reasonable effort to ensure the suitability of applicants on behalf of the Principal and to provide accurate details on candidates in terms of qualifications and experience. This is based on information supplied to us and the Provider excludes all liability for any loss, expense or damage arising from the introduction of the Nominated Contractor to the Principal.

The Provider will obtain and take references in respect of proposed candidates in accordance with the requirements of the Privacy Act and other relevant legislation. Medical examinations, academic verification, criminal and police checks can only be undertaken with the consent of the candidate, if expressly requested by the Principal. Any additional costs incurred will be charged to the Principal.

2. TIMESHEET, INVOICING AND PAYMENT

The hours worked by the Nominated Contractor will be recorded and submitted each week using a timesheet process. The Principal will nominate an Approver to be responsible for the approval of the timesheets.

Upon a timesheet being submitted, the Approver can approve, reject or seek more information from the Nominated Contractor relating to the work record submitted for approval. Approval is required by 12 noon each Tuesday for the previous week worked. Payment to the Nominated Contractor will be withheld if approval is not received by then.

Approved hours will be invoiced on a weekly basis by the Provider.

Upon receipt of the invoice, the Principal will pay the Provider within 14 days (unless otherwise agreed) by direct credit to the nominated bank account. This remittance bank account of the Provider will be identified on the Provider's invoice for services.

3. OCCUPATIONAL HEALTH & SAFETY

The Principal recognises its responsibilities and the requirements placed upon it by occupational health and safety legislation and codes of practice, and agrees to adhere to such principles and to provide:

- (a) safe systems of work and maintenance of plant and equipment;
- (b) information, instruction and supervision for all Nominated Contractors relevant to such OH&S
- (c) procedures and systems;
- (d) consultation with all Nominated Contractors on OHS issues including any changes to work practices and procedures on or before the introduction of new plant and equipment;
- (e) ongoing programs to prevent accidents (including co-ordinating regular workplace inspections in conjunction with Nominated Contractors).
- (f) a safe and healthy workplace for all Nominated Contractors, employees and visitors;

The Principal agrees to undertake risk assessments at their workplace at which the Nominated Contractor is engaged to provide services, and if any risks or hazards are identified agrees to ensure, as far as reasonably practicable, that systems are put in place to eliminate or control any such risk or hazard.

The Principal shall in appropriate circumstances prepare safe work method statements outlining a safe method with which the Nominated Contractor is obliged to apply when performing the services.

The Principal agrees to provide the Nominated Contractor an OHS induction relevant to the Nominated Contractor's role and the workplace / site requirements of the Principal. The Principal further agrees to report all workplace hazards, incidents and work related injuries to the Provider on the day an event occurs.

The Nominated Contractor will be obliged to comply with all lawful directions, supervision, rules, regulations, policy or procedures prescribed by the Principal in relation to the conduct of persons providing services. This includes but is not limited to occupational health and safety, equal opportunity, anti-discrimination, sexual harassment and privacy legislation requirements.

The Nominated Contractor must comply with occupational health and safety laws. The Nominated Contractor will understand their mutual obligation and will be obliged to familiarise themselves and cooperate with the Principal and adhere to the Principal's policies and procedures. The Nominated Contractor is obliged to report all workplace hazards, incidents and work related injuries to both the Principal and the Provider on the day an event occurs.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

All matters and things connected with, and related to, this Contract and its performance are confidential. A party shall not disclose them to any other person except when required by law, unless the prior written consent of the other party is first obtained.

All references to the Provider in this clause also include its Nominated Contractor.

The Provider agrees and undertakes:

- to keep all information supplied by the Principal secret and confidential;
- not to use this information other than for the purposes of their contract; and
- not to disclose this information except to persons authorised by the Principal to receive it, both during and after the termination of this contract.

Subject to the terms of any express written agreement between the Provider and the Principal to the contrary, the Provider acknowledges that the Principal owns all right, title and interest to any and all inventions, discoveries or designs created by the Provider solely or jointly with others during the term of their Contract and arising out of their Contract with the Principal or relating to the business or activities of the Principal.

On the termination of this Contract for whatever reason, the Provider shall forthwith deliver up to the Principal all documents and materials containing information which have been provided to or otherwise come into the possession of the Provider, or which the Nominated Contractor has prepared, under or in connection with services rendered by the Provider to the Principal or to any clients of the Principal.

The obligations of the Provider contained in this clause shall survive the expiration or termination of this Contract.

5. TERMINATION

Following the end date specified in Schedule 1 of this Contract, the services of the Nominated Contractor may be extended.

In the event that the Principal is at any time dissatisfied with the Nominated Contractor's conduct or performance, the Principal may terminate this Contract immediately.

Either party may terminate this Contract by providing the other party the required notice period as outlined in Schedule 1.

6. POST EMPLOYMENT RESTRICTIONS

The Principal may enter into further arrangements with the Provider for the provision of consulting services.

However, the Principal, must not employ or contract (or solicit to employ or contract) the services of the Nominated Contractor within twelve (12) months of the termination of this Contract without the written approval of the Provider.

The Principal may enter into discussions with the Provider for the employment of the Nominated Contractor during the current Contract period or for a period of twelve months after. If all parties agree to the PAYG employment offered, a fee based on salary package will be required to be paid to the Provider.

During the period under Contract and for a period of twelve (12) months after completion of the assignment, should the Principal enter into any arrangements with the Nominated Contractor for the provision of services that may exclude the Provider, the Principal agrees to pay the Provider a fee equivalent to 18% of the estimated annual salary package of the Nominated Contractor.

7. EXPENSES

Any expenses, including travel or any out of pocket, that were required to be incurred by the Provider or a Nominated Contractor in the course of performing their role under this agreement can be invoiced to the Principal for payment/reimbursement. Any such expenses must be agreed to by the Principal and the claim and substantiation will be made according the Principal's expense claim process.

8. NOTICES

Any notice to be given pursuant to this Contract may be given by prepaid post, facsimile, hand or email to the parties at the addresses shown on the coversheet or to such other addresses as may have been notified by a party to the other party.

9. GOVERNING LAW

This Contract is governed by the laws of Queensland, Australia or the state in which the Principal is registered for the purposes of this Contract. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Contract.

10. PRIVACY AND COLLECTION OF INFORMATION

By signing this Contract you confirm that you understand and accept our policy on the collection and storage of personal information within the organisation.

Each party states that all information supplied to the other party from time to time is accurate in all respects and acknowledges that the other party may collect, use, update and/or disclose any personal information received from the other party provided the disclosure is necessary for the purpose of providing the services under the Contract.

A party will comply with the reasonable directions of the other party regarding protection of personal information provided to that party under this Contract.

The Provider warrants that it will take all reasonable measures to store all information provided by the Principal or its authorised users in a manner which will prevent it from being misused, or being accessed by someone other than those authorised to do so.