

CLIENT CONTRACT

1. MINIMUM PERIOD OF HIRE

Shall be three (3) hours and thereafter in units of one (1) hour, with the exception of overtime, which is worked as requested by the hirer or client.

2. TERMINATION OF HIRE

One (1) ordinary hours notice is required to be given by the hirer or client. If this notice is not given, one (1) hours hire time will be charged.

3. PAYMENTS

Invoices and time sheets are rendered weekly and all accounts are payable within **seven (7) days** of issue of invoice. Please note that our terms of payment are **seven (7) days**, otherwise interest at the rate of 10% will be charged on accounts overdue up to 16 days, 12% on overdue accounts between 16 and 46 days and thereafter interest at the rate of 15% will be payable on the original invoice amount.

4. TIMESHEETS

All timesheets are to be signed by the hirers authorized representative, at the end of the duration of hire or weekly if the hire period is longer. It will be necessary to have a signed timesheet for the working hours of each person, signed by a person of authority in your company as our invoices will be based on the hours shown on these sheets. Each timesheet is to be faxed to the main office of Labour Options, each Wednesday no later than 10am. If an error appears on a timesheet which has been presented by a representative from the client or hirer an adjustment will be made the following week unless the worker has left the job and the monies can not be retrieved.

5. SUPERVISION

From the time the worker arrives at the hirer's premises, they are deemed to be under the control of the hirer, and as such Labour Options cannot be held responsible for the quantity or quality of work carried out by the worker.

6. CHANGE OF DUTIES

The client shall advise the management of Labour Options prior to work taking place any changes of tasks or duties especially where the risk will be significantly increased.

7. GUARANTEE

Labour Options will remove without charge any worker whose work proves to be unsatisfactory, provide the hirer notifies Labour Options within the first four (4) hours of the commencement of hire of that worker.

8. FIRST AID

All clients of Labour Options will have adequate first aid resources in line with current legislative requirements

9. IN CASE OF AN ACCIDENT

In the event of an accident the client will be responsible for completing a work accident report form if an accident involving a contractor from Labour Options occurs. Labour Options must be contacted immediately and be given free reign to do whatever investigations it sees fit to conduct.

10. EMPLOYEE TRAINING REQUIREMENTS

Where employees are to work on machinery or equipment, the client will need to ensure they are properly trained to use such machinery or equipment. Until they are so trained, we will instruct employees not to use the machine or equipment in any way.

11. CLIENT INSPECTIONS

Labour Options Management will visit the proposed worksite, or our labour hire employees, to assess whether the work environment is safe generally, and also safe for the particular type of work the employees are hired to do.

In the event we consider the workplace is not safe, or we are not completely certain if it is safe, we will require from you to undertake our Occupational Health & Safety Hazard checklist, to develop with you the appropriate risk control measures. In all cases, we retain the discretion not to supply labour.

12. VARIATION TO RATES AND CONDITIONS

The rates and conditions are subject to review and change in the event of CPI wage increases, variations to industrial awards or agreements.

No variation of these terms and conditions shall be effective unless agreed upon and acknowledged in writing by or on behalf of both the client and the contractor.

Note; special site agreements on site construction rates will be adjusted accordingly.

All rates are inclusive of travelling time within the metropolitan area.

Workers' Compensation, Superannuation, Public Liability Insurance and Payroll Tax are included.

Allowances for wet, height, confined space, dirt money etc., will be charged as per award, plus 5% to cover Workers' Compensation and Payroll Tax paid. Only meal money will be charged at cost.

- **NOTE:** If your company operates under an Enterprise Bargaining Agreement (EBA) Labour Options must be given the terms and conditions of that EBA and adjust the rates accordingly if the contractors are effected.

13. PERMANENT PLACEMENT

Labour Options also offers the additional service of finding a Permanent employee to suit your company's requirements, at no extra cost.

After a hire period of a minimum of twelve consecutive (12) weeks, during which time you are able to ascertain a candidate's suitability, you may approach our employee and mutually reach an agreement for him to be employed by you on a full time permanent basis, under your conditions of employment

We are a contract labour hire company, not an employment agency. Any contractor we introduce to you will remain contracted to Labour Options for a period of six (6) months after:

- The contractors work with you finishes, or
- We introduce the contractor to you, whichever is the latter. Accordingly, if you employ the contractor in any capacity during these time periods, you will be liable to us for our rates and charges until the period expires.



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In exceptional circumstances we may release the contractor in which case you will be at liberty to employ the contractor on a full time basis PROVIDED you receive from us written notification of the release. Any charges accumulating prior to the date of the written release will stand.

14. MANUAL HANDLING

Management should read and be familiar with the Occupational Health & Safety Regulation 2001, which adopts the national standard for manual handling and National Code of Practice for Manual Handling. It is essential that they are aware of their responsibilities in implementing the national standard.

Implementation of the National Standard for Manual Handling is a legislative requirement. The Occupational Health and Safety Regulation took effect in 2001. The code of practice for manual handling provides practical advice to employers and employees in meeting the requirements of the manual handling regulation. It provides information about the identification, assessment and control of risks.

15. NOISE LEGISLATION

All factories are required by law to carry out a noise hazard assessment survey, conducted in accordance with the regulations set out in the Australian Standard 1269.0, 1269.1, 1269.2, 1269.3, & 1269.4 Hearing Conservation. A reassessment survey is required if changes to the worksite have been made i.e., installation of new equipment or change to the floor plan.

The employer should comply with the specific noise regulations which exist under the NSW OHS Regulation 2001 Part 4.3. These regulations require the employer to assess the noise level at the worksite and to reduce noise exposure if the legal limit is exceeded. No person will be exposed to an excess of eight (8) hours noise level of 85dB or peak more than 140dB.

Audiometric testing for employees exposed to noise may also be required.

16. HAZARDS

Labour Options must be advised by the client of measurable hazards and if so, copies of an environmental monitoring report is required before any work is to take place. The client or hirer is to advise Labour Options of all hazardous substances, particularly those requiring health surveillance and provide copies of registers and MSDS. The organisation requires health and safety risks to be reduced using a process of hazard identification, risk assessment and development of risk control measures. Labour Options requires that any risk control measures are determined in accordance with the appropriate codes of practice and the hierarchy of control.

17. ENTRY PERMITS INTO A CONFINED SPACE

No employee is to work on or in a confined space before the management of Labour Options has been notified and the appropriate forms and permits have been forwarded to their office and an o.k. is given by Labour Options.

All work carried out in or on a confined space shall be in accordance with:

SAA No. 2865 Working in Confined Spaces 2001

All documentation in clauses 14 through to 17 will be supplied to Labour Options as requested, and fall in line with the NSW Occupational Health & Safety Act 2000 and associated legislation and the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998.

18. All necessary amenities and lock up areas for tools and equipment to be provided by your company.

19. Acceptance of the service of our casual staff will be deemed acceptance of our terms and conditions.

20. DISCLAIM

The client acknowledges that Labour Options is supplying employees and independent contractors at the client's request. The client further acknowledges that during the course of their employment, Labour Options employees are under the client's care, control and supervision and accept any liability for loss, damage or injury to other persons, however caused, during the course of the employment.

21. INSURANCE

All employees are covered under Labour Options Workers' Compensation policy. A Public liability cover is held providing an indemnity of \$10,000,000. A certificate of currency is available on request.

22. INDEMNITY

You acknowledge that we are not performing the services set out in the assignment description; but are instead the supplier of our workers, at your request, to perform the work that you have described in the assignment description.

Because our workers work under your control, supervision and direction:

- (i) Subject to sub-paragraph (ii) of this sub-clause, we will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our workers (including their servants or agents) whilst they are working under your control, supervision or direction.
- (ii) Sub-paragraph (i) of this sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury.

I have received and read a copy of the Labour Options Client Contract and agree to abide by all conditions set out in this document.

Name of Company or Client _____

Signed on behalf of the Company or Client _____ Print Name _____

Date _____

Signed on behalf of Labour Options _____ Print Name _____

Date _____