

Terms of Business - Temporary Placements

These Terms and Conditions are between Aussie Locums ("the Company") and any company, firm or organisation ("the Client") for the introduction of personnel employed on a temporary or contract basis ("the Candidate").

1. Application and Acceptance

1.1 These Terms and Conditions apply to every transaction between the Company and the Client, in respect of temporary and contract personnel, unless the Client is advised in writing by a Director of the Company of any additions, alterations and substitutions.

1.2 The Client is deemed to have accepted these Terms of Business by virtue of its invitation to interview or engage a temporary employee, contractor, or candidate, and/or by signing the attached page and returning it to the Company, and/or by verbal instructions by the Client to the Company to supply candidates will be deemed as the Client's acceptance of these Terms and Conditions. These Terms of Business may only be altered via written agreement between the Client and the Company. Such agreement needs to be accepted by the other party.

1.3 The Client and Company agree to co-operate in good faith by doing all things reasonably necessary to establish and maintain their business relationship for the supply and acquisition of our Candidate's, to avoid unreasonably impeding the other party in the performance of any legal, equitable obligation, or professional responsibility, and to be responsive and communicative toward each other. In the event of a disagreement, the Parties will endeavour to resolve the disagreement amicably.

2. Fees

2.1 In consideration of the introduction by the Company of the Candidate, the Client agrees to pay the company at the rate determined based on current market rates and agreed upon at the time of the booking, as confirmed by the company in writing. Travel, accommodation and other expenses as agreed will be itemised separately on the company's invoice.

2.2 The company may vary the fee to allow for changes in conditions of any federal or state Awards, Australia workplace agreements, collective agreements, Greenfield agreements and individual transitional employment agreements (Industrial Agreements), and statutory or other charges we may be lawfully required to make. These include, but are not limited to, penalty rates that may apply under an Award or Industrial Agreement for work performed outside normal business hours as specified in the Award or Industrial Agreement. Please note that the hourly rate is not inclusive of these additional charges. The Company may also review the agreed rate on any extension or subsequent assignment and may further review and vary the charges subject to prior written agreement with the Client.

2.3 There is a minimum base charge set out in each award. Any cancellations made less than one hour prior to the commencement of an assignment will incur this minimum base charge and the candidate will receive

payment for this period.

2.4 If, after the presentation of the "Client Confirmation" at the placement stage for the Candidate, the Client cancels the assignment for any reason, the Company reserves the right to charge one-third (1/3) of 38 ordinary hours of work at the accepted hourly rate by the company as compensation for the work performed prior to cancellation. In addition, any associated travel, accommodation, or other expenses, along with any penalties incurred due to the change or cancellation, will be charged to the Client.

2.5 In accordance with the National Employment Standards, Candidates are entitled to 10 days of paid Family and Domestic Violence Leave (FDVL) per year. Any period of FDVL taken by a Candidate during placement will be treated as time worked and billed to the Client at the agreed-upon hourly rate.

3. Advertising and interviewing expenses

3.1 Where an assignment is advertised on behalf of a Client, all prior agreed costs are set out in the assignment proposal. Cancellation of an advertisement will be accepted by the company where sufficient time is allowed prior to going to press. If insufficient notice is provided and/or the Company incurs any costs in relation to a cancellation (including placement and production costs), these will be at the cost to the Client.

3.2 All reasonable and prior agreed costs incurred by the Candidate attending an interview will be payable by the Client.

4. Payment

4.1 The Client's authorised representative will be responsible in ensuring that all timesheets reflect the correct hours worked by the Candidate. The Company shall not be liable for any errors contained within a Candidates timesheet that has been authorised by the Client. If there is an issue after the timesheet has been paid and invoiced, the Company will rectify the issue.

4.2 All charges will be invoiced by the Company after payment has been made to the Candidate for the period worked and are payable within seven (7) days of the date the invoice, unless otherwise agreed in writing. If payment is not made on the due date, the Company reserves the right to terminate the assignment by giving twenty-four (24) hours written notice to the Client, and to further charge interest at a flat rate of 5% per month on unpaid invoices from the due date to the receipt of payment.

4.3 All fees due to the Company will be paid to the Company within seven (7) days of date of account.

4.4 Any fees or charges payable under this Agreement will be exclusive of Goods and Services Tax as deemed in A New Tax System (Goods and Services Tax) Act 1999.

The Client will pay any amount of Goods and Services Tax payable in addition to any fees or charges payable under this Agreement.

4.5 For periods of paid FDVL, the Company will confidentially notify the Client's senior manager involved, who agrees to maintain full confidentiality. The Company will submit and approve the electronic timesheet for the FDVL period only.

5. Employment by Company

5.1 The Company is responsible for the payment of salary or fees to the Candidate, and where applicable, PAYE/PAYG tax, workers compensation, superannuation, and payroll tax. The exception here would be if the Client was paying the Candidate directly.

5.2 The Company may vary the fee at any time (including retrospectively) without notice in light of the following:

- (a) changes to CPI or market rates;
- (b) overtime rates, shift penalties, allowances or other rates payable pursuant to any award or agreement or rate of pay set by Fair Work Australia (or other relevant body) applicable to the employee;
- (c) insurances, insurance premiums, superannuation, or any statutory charges, levies, taxes, or other payments the Company is lawfully required to make or for which The Company may become liable in respect of providing an Employee or Independent Contractor under these Terms of Business.

5.3 In respect of Candidates working under appropriate Awards or Employment Agreements, the Client agrees that the provisions and terms of that Award or Employment Agreement shall apply to the engagement of the Temporary Worker. (Copies of relevant awards are available on request). The Company will be responsible for the payment applicable to that award, including provisions for public holidays, overtime, and penalty rates. Please note that the hourly rate is not inclusive of these additional charges.

5.4 The Candidate is bound by the terms of the Agreement titled "Employment Contract – On-hire Casual".

6. Obligations of client

6.1 A Candidate provided by the Company is deemed to be under the immediate control and direction of the Client during the term of the assignment. The Client undertakes to supervise the Candidate to ensure proper performance of the Candidate's duties. If the Client has any complaint about the Candidate, such complaint must be conveyed in writing to the company within twenty-four (24) hours. In any event, the Client waives any rights to withhold payment until the Company has been notified. If the Candidate has any complaint regarding the assignment, the Candidate will be required to convey the complaint in writing to the Company within twenty-four (24) hours.

6.2 The Client undertakes to insure the Candidate against all risks occasioned to third parties and their property and to further insure against all risks when they allocate the Candidate to work in another employer's business and without prejudice to the generality of the foregoing, to insure against all acts, errors, omissions of the Candidate, be they wilful, negligent, or otherwise.

6.3 During the period of assignment, the Candidate is

always under the care and supervision of the Client in regard to defined hours worked, safety regulation and the manner in which the work is performed.

6.4 The Client agrees to provide a safe workplace for the Candidate and will comply with all relevant legislative and regulatory requirements including, but not limited to, health and safety of workers in the workplace, discrimination, equal employment opportunity and employment legislation.

6.5 The Client is responsible for providing all necessary WHS training, site-specific and work-specific inductions required before any Candidate starts work, in accordance with national WorkCover guidelines. The Client will consult, cooperate, and coordinate with the Company and any other relevant parties regarding the health, safety, and welfare of On-Hire Candidates, as required by applicable Work Health & Safety Laws. The Company reserves the right to remove any Candidate from the workplace if it is deemed unsafe or if the Candidate is at risk. The Company may also conduct safety audits or inspections to ensure the health and safety of its employees. If the Client cannot provide the required training, the Client must inform the Company. The Client will notify the Company of any changes in job description so the Company can reassess WHS requirements.

6.6 WorkCover Coverage

Candidates shall be covered by WorkCover provisions during their employment hours while engaged in their assigned duties at the host workplace, as outlined in their employment contract.

Candidates will be responsible for their own well-being and safety during non-employment related activities.

The Company will not be responsible for any work cover-related claims, injuries, or accidents that occur while the Candidate is:

- i. under the direction or control of the Client;
- ii. and/ or otherwise engaged by the Client under an employment contract.

In instances where workers are not covered by work cover provisions, such as during non-employment hours or for activities unrelated to their assigned duties at the host workplace, workers may still be eligible for coverage under relevant public liability insurances.

6.7 The 'candidate' is an employee of the 'company' however the 'client' is also regarded as a PCBU (Person Conducting a Business or undertaking alone or with others). As a PCBU it is your duty to take all reasonably practicable steps to ensure the health and safety of workers whose activities in carrying out work are influenced or directed by the PCBU.

6.8 You must not direct our Candidates to perform work at any workplace that we have not agreed. You must not on-hire, second, or lend our Candidates to any other person or organisation without our permission.

7. Future Engagement of Candidate

7.1 If the Client of any related business or entity (including introduction by the Client) engages the Candidate on a permanent or temporary basis, either directly or through another Agency within twelve (12)

months of the end date of the original assignment or the end date of any extension to the original assignment, the Client will pay a contract fee or permanent fee to the company in accordance with its normal scale of fees current at the time of the engagement.

7.2 No guarantee period is available for any permanent engagement made subject to this clause.

7.3 In the event that the Client introduces the Candidate to a third party, resulting in the temporary or permanent engagement of the Candidate within twelve (12) months of the end date of the original assignment or the end date of any extension to the original assignment, the Client will pay a fee to the Company in accordance with its normal scale of fees applicable at the time of the engagement. Such placement will not attract a guarantee period or be subject to a discount.

7.4 The Company's consultancy fees for the introduction of a Candidate for a permanent position are set at 20% of the Candidates annual salary (base, plus superannuation).

7.5 If the placement is part time, the fee will be charged on a pro rata basis and a minimum charge of 60% of the full fee.

8. Reference checking and suitability

8.1 The Company will assess, reference and background check Candidates where practicable to do so, or as specifically agreed with the Client. Additional checks (i.e., credit and security checks) are available on request. The Company will use its best endeavours to make known to the Client the Candidates' employment records, qualifications, and salary requirements as accurately and objectively as possible. The Client is also responsible for satisfying itself as to the suitability of the Candidate prior to the employment of the Candidate.

8.2 The Company will undertake the task of verifying the work rights and entitlements of any prospective employees who were born overseas under the Migration Act 1958, although the Company and the Client agree to jointly and severally undertake to satisfy themselves of the verification and confirmation of legal working rights and entitlements of any prospective candidates prior to employment of the Candidate.

8.3 The Company will, therefore, endeavour to ensure that Candidates introduced to the Client are appropriate given the assignment brief provided by the Client. However, the Company will not be liable for any untrue statements, errors, omissions, incorrect conclusions, or misrepresentations made by the Candidate or for the accuracy or completeness of information provided by a Candidate or a third party or for the suitability of the Candidate.

9. Liability and indemnity

9.1 The Client acknowledges that it is responsible for the supervision, direction, and control of all Candidates from the time any Candidate arrives at the Client's workplace and for the duration of the Assignment.

9.2 (a) Subject to sub-paragraph (d), the Company shall not be liable to the Client for any claim, loss, expense, delay, damage, injury, or death caused to any person or property howsoever caused by a temporary

employee or resulting from a delay or failure to provide or refer a particular Candidate by The Company for all or part of an Assignment.

(b) Subject to sub-paragraph (d), the Client indemnifies The Company against any claim, loss, damage, or expense suffered by The Company or the Client arising out of, or in connection to, any act or omission of any Candidate or the Client.

(c) Subject to sub-paragraphs (d), the Client indemnifies the Company against any loss, damage or expenses suffered by the Company arising from the referral of any Candidate or in performance of these Terms and Conditions.

(d) Nothing in this Contract excludes, restricts or modifies the application of any statutory consumer guarantee in respect of our Workforce Services; the exercise of a right conferred by such a guarantee; or our liability for failure to comply with a statutory consumer guarantee - other than to the extent of limiting our liability in the case of a failure to comply with regard to the supply of our Workforce Services (other than services of a kind ordinarily acquired for personal, domestic or household use or consumption) to supplying or paying the cost of having the Workforce Services supplied again.

9.3 If the Candidate is injured or subjected to any breach of any statute while on Assignment with the Client, the Client will indemnify, release and hold the Company harmless from any liability resulting from injury or breach including, but not limited to, any loss or penalty, or legal costs imposed upon or incurred by the company arising out of a claim brought by the Candidate under the relevant legislation or at all.

9.4 This clause will survive the termination of the agreement between the parties.

10. Termination

10.1 Either Party can terminate this Contract for a serious breach which cannot be remedied, or which remains unremedied after notice:

(a) Either Party can terminate this Contract immediately:

- i. for serious breach by the other which cannot be remedied; or,
- ii. for serious breach capable of remedy which remains unremedied after written notice has been given by the Party who is not in breach specifying the breach, the remedial action required and requiring it to be remedied within such reasonable time as may be stated in the notice.

10.2 Either Party can terminate this Contract for an Insolvency Event. Either Party may immediately terminate this Contract by written notice to the other Party if the other Party becomes the subject of an Insolvency Event.

10.3 Statutory Consumer Guarantees. This clause does not limit or exclude the application of any statutory consumer guarantees in respect of services provided under this Contract, where such guarantees are applicable by law. Any termination or limitation of liability under this clause will be subject to the provisions of the Australian Consumer Law or the Consumer Guarantees Act 1993 (NZ) as applicable.

11. Events Beyond Control

Parties may be excused for failure to perform due to events beyond their reasonable control

- (a) A Party may be excused for failure to perform its obligations under this Contract due to events beyond its reasonable control provided that it has not caused the event.
- (b) Without limitation to events that may be beyond the reasonable control of a Party, such events may include: strikes, insurrections, riots, and wars, floods, bushfires, earthquakes and other natural events, pandemic, border disclosure, declared state of emergency order or direction. If either Party asserts an event beyond that Party's control as an excuse for failure to perform its responsibilities, then the asserting Party must prove:
 - i. that it took reasonable steps to minimise delay or damage caused by foreseeable events;
 - ii. that it substantially fulfilled all obligations not sought to be excused; and
 - iii. that the other Party was notified in a timely manner of the likelihood or actual occurrence of the event.

12. Dispute Resolution

Where it is practicable to do so, the Company and Client will try to resolve disputes arising out of this Contract in good faith and in accordance with the RCSA Code and its Professional Conduct Grievance Intervention Guidelines as amended from time to time. In addition, the Client acknowledges that the Company has established dispute resolution procedures in place to support Candidates. These procedures are available upon request.

13. Warranties Excluded

The Company exercises professional care in its screening and selection processes for temporary candidates. However, the Company makes no guarantee as to the performance, conduct, or suitability of any temporary candidate. Clients acknowledge that due to the human element, the provision of temporary recruitment services is not comparable to the supply of products or other professional services such as finance, accounting, or legal services. To the full extent permitted by law, all guarantees and warranties, whether express or implied, written or verbal, are excluded unless expressly stated in these Terms and Conditions.

14. Confidentiality

14.1 All information in respect of a Candidate is personal information and confidential information provided to the Client for the sole purpose of enabling the Client to determine the suitability of a Candidate for employment.

14.2 The Client agrees that it will use that information only for appropriate and customary human resources administration purposes in compliance with all applicable laws. The Client also agrees that it will at all times have reasonable safeguards in place to protect the personal information from unauthorised access or use. In the event that the Client learns (or reasonably suspects) that the security of the personal information has been compromised, it shall promptly notify the Company.

14.3 The Client agrees to preserve the privacy of personal information concerning any of our Candidates, whose personal information has been provided to you or accessed by you, to a standard not

less than that prescribed by any Privacy Law that applies to your handling, control, or processing of the information.

14.4 The Client agrees to co-operate fully with the Company in respect of any requests from individuals to access or correct personal information or in connection with the exercise of the functions of the Privacy Commissioner under the Privacy Act.

14.5 This clause will survive the termination or expiry of this Agreement, and the Client indemnifies and holds harmless the Company against all costs, losses, damages, claims and expenses which the Company suffers or incurs due to the Client's breach of this clause.

ISO 9001:2015 REQUIREMENTS

Clause: 7 Support

7.1 Resources

7.1.1 General

7.1.2 People

7.2 Competence

7.5 Documented information

7.5.1 General

7.5.2 Creating and updating

7.5.3 Control of documented information

Clause: 9 Performance evaluation

9.2 Internal audit

9.3 Management review

9.3.1 General

Clause: 10 Improvement

10.1 General

10.2 Nonconformity and corrective action

10.3 Continual improvement

By signing this document, the Client acknowledges they have read, understood, and agreed to these Terms of Business.

Signatures

Client:

Signature: _____

Name (Printed): _____

Position: _____

Date: _____

Company:

Signature: _____

Name (Printed): _____

Position: _____

Date: _____