

Labour Hire Terms and Conditions - Temporary Workers

Form TC-FRM-LEG-10117



The following are the agreed terms for the supply of temporary contract personnel ("Temporary Worker") between Supplier Pty Ltd (enter name and address of supplier below) and Boom Logistics Limited ABN 28 095 466 961 (Client).

Supplier Name

Enter text

ABN

Enter text

Supplier Address

Enter text

1. The relationship between Supplier and the Client is that of independent contractor and principal. Nothing in these Terms of Service creates an employment, agency, joint venture or partnership relationship between the Client and Supplier and/or the Client and the Temporary Worker.
2. All Temporary Workers will be and remain employees of Supplier. Supplier will be solely responsible for all payments to and entitlements of the Temporary Workers, including all necessary taxes and superannuation. Supplier agrees to indemnify the Client in relation to any claim by the Temporary Worker in relation to any employment entitlements arising from work performed on assignment with the Client. This indemnity covers any penalties or legal costs arising from such a claim.
3. Unless otherwise authorized, Supplier will not represent itself, and will ensure that its Temporary Workers do not represent themselves as employees, partners or agents of the Client.
4. Supplier must hold the requisite license under the applicable labour hire licensing scheme as may be in force from time to time in the State or Territory in which the work is carried out. Supplier must also provide the Client with a copy of the license upon request.
5. Upon receipt of an assignment specification from the Client, Supplier will provide the relevant Charge Rate either verbally or in writing.
6. The Client must provide Supplier with a clear description of the assignment to be undertaken by the Temporary Worker. This description will be used by Supplier to determine the applicable modern award and pay rate.
7. The Client must as soon as practicable notify Supplier of any changes to the workplace or assignment to be performed by the Temporary Worker which may impact on the minimum wages or entitlements payable to the Temporary Worker (e.g. a change in duties or responsibilities or location of work), prior to any such change occurring. The Client agrees not to transfer a Temporary Worker to another position without first advising Supplier and obtaining approval for the transfer.
8. In the event that a Temporary Worker undertakes work for the Client that is not in accordance with the assignment specification and Supplier is required by a modern award or statute to pay the Temporary Worker a higher hourly rate, or Supplier is required to make additional payments to the Temporary Worker, the Client agrees and accepts liability for such payments.
9. The Client must check all time sheets submitted to the Client by the Temporary Worker. If the Client does not agree with a time sheet submitted by the Temporary Worker, the Client must, as soon as practicable, discuss the matter with the Temporary Worker with a view to resolving any dispute. If a dispute cannot be resolved between the Client and the Temporary Worker, the Client must discuss the matter with Supplier.
10. Temporary Workers are assigned under the direction and supervision of the Client and while a Temporary Worker is under the Direction and control of the Client, the Supplier is responsible for induction to the work site and all acts, errors and omissions of the Temporary Worker.
11. Supplier will take reasonable steps to confirm the identity, qualifications, previous referees, experience, and ability of the Temporary Workers they source.
12. Supplier is responsible for ensuring, and will use its best endeavours to ensure, that a Temporary Worker:

- a) will perform any duties with due care, skill and diligence in a professional and ethical manner to the satisfaction of the Client;
 - b) will not behave in a way which would be unlawful, unethical or harmful to the goodwill or reputation of the Client;
 - c) will comply with all reasonable guidelines, requirements and instructions provided by the Client; and
 - d) will comply with all applicable laws, rules and regulations in force from time to time.
13. Supplier must maintain any relevant insurances required by law or as reasonably required by the Client including, but not limited to, workers' compensation insurance, personal accident insurance for any Temporary Worker that cannot be insured under a workers' compensation scheme, third party public liability insurance of at least \$20 million per claim, and professional indemnity insurance of at least \$10 million per claim. To extent permitted by law, Supplier releases and indemnifies Boom from and against any claims against Boom's insurance policies arising from the Temporary Worker howsoever arising, other than in relation to a workers compensation claim.
14. The result of work performed by the Temporary Worker for the Client becomes the property of the Client.
15. Supplier must ensure, and must use reasonable endeavours to ensure that each of its Temporary Workers, maintain the confidentiality of, and not disclose, any confidential information, other than when required by law or when the information falls into the public domain otherwise than by breach of an obligation of confidentiality.
16. This document represents the entire agreement between Supplier and the Client and supersedes all previous communications, negotiations, arrangements and agreements, whether orally or in writing.
17. The Client must have in place suitable and applicable policies and procedures for OH&S, anti-discrimination, sexual harassment and privacy that comply with current legislative requirements. The Client must ensure any Temporary Workers work only under conditions that are subject to those policies and procedures. The Client must ensure that it provides and maintains a safe working environment for Temporary Workers at all times and either eliminates, or if that is not possible, minimizes risks to the safety of Temporary Workers so far as is reasonably practicable. This includes but is not limited to providing Temporary Workers with: a safe workplace; safe systems of work; safe plant and equipment; adequate welfare facilities; and all necessary training, instruction and supervision. The Client must immediately report to Supplier any injuries to, or incidents involving Temporary Workers that occur during the assignment. Upon request by Supplier, the Client will produce evidence of its compliance with this clause and/or its compliance with the applicable laws relating to health and safety.
18. Supplier will invoice the Client on the basis of the hours worked as shown on authorized Temporary Workers time sheets. Invoices are due and payable within thirty (30) days from the end of the month in which the invoice was received.
19. All fees are quoted exclusive of GST, which is payable at the prevailing rate in addition to the invoiced sum upon the same date that the invoice is due.
20. Any references to GST are references to the Goods and Services Tax referred to in the A New Tax System (Goods and Services) Tax Act 1999 (Cth).
21. If the Client reasonably considers that a Supplier Temporary Worker is unsuitable for the assignment, Supplier will not charge the Client for work performed by the Temporary Worker.
22. If the Client requires psychometric testing, medical testing or other testing of the Temporary Worker to be undertaken, all associated costs will be the responsibility of the Supplier.
23. Supplier or the Client may terminate the assignment of the Temporary Worker at any time by providing the other party with two weeks' notice in writing. In the case of termination by the Client, the Client may elect to end the assignment immediately and provide Supplier with a payment equivalent to two weeks' of the average weekly fees paid during the assignment.
24. Supplier warrants that it will ensure that all Candidates and Temporary Workers have a legal right to work in Australia. Supplier will conduct regular checks to ensure that all Candidates and Temporary Workers have appropriate documentation in place, including a valid working visa where required.

25. Supplier warrants that it has complied and, at all material times, will continue to comply with all applicable laws, regulations and procedures, including but not limited to any work/occupational health and safety, tax (including PAYG and payroll tax), workers' compensation, superannuation, employment, discrimination and immigration laws.

Modern slavery

26. Supplier acknowledges that the Client is a reporting entity under the Modern Slavery Act 2018 (Cth) (the "Act"). Supplier warrants and agrees that:
- a) it will comply with the Act and the Client's Supplier Code of Conduct, and will not engage in any modern slavery (including deceptive recruitment practices or debt bonding) as set out in the Act;
 - b) it will take proactive steps to investigate and ensure that there is no breach of the Act by it or in any part of its business and its supply chain, and will not cause the Client to breach the Act, whether by itself or any other person for whom it is responsible;
 - c) it has implemented due diligence procedures within its own operations, suppliers, and subcontractors, to ensure there is no instances of modern slavery, or actual or suspected breach of the Act;
 - d) and Supplier indemnifies the Client against all actions, claims, demands and proceedings against the Client, and all losses, damages, costs, expenses and other liabilities suffered or incurred by the Client, arising from any failure by Supplier to comply with its obligations under this clause. Breach of this clause will be grounds for the Client's termination of the Agreement upon 7 days' notice in writing.

General

27. If a provision of these Terms is found to be illegal, invalid or unenforceable, it is severed and the remainder of the Terms will continue in full force and effect.
28. This document is subject to the laws of the state where the work is performed.
29. Supplier may not assign or subcontract its rights or obligations to a third party without first obtaining the prior express written consent of the Client to transfer its rights. In seeking consideration by the Client in respect to the transfer of any of its rights, Supplier will provide all documentation in respect of the terms of the proposed transfer to the Client.
30. Waiver by either party of a particular breach is not a waiver of any other breach. A waiver of a party's rights under these Terms must be in writing.
31. Any reference in these Terms to the singular includes the plural, to any gender includes all genders, to any Act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute and to persons includes all bodies and associations both corporate and unincorporated and vice versa.

Signed for and on behalf of:

Executed By
Supplier's Name
Enter name

In accordance with section 127 of the Corporations Act 2001 (Cth)

Signature of director		Signature of director/company secretary	
Full name of director	Enter name	Full name of director/company secretary	Enter name