



Standard Terms of Business – Temporary Staff

OFFER: Any Order delivered by the Client ('you/your') to JVJSM Pty Ltd trading as Stafflink Workforce Management (ABN: 46 682 432 284) ("we/us/our/JVJSM Pty Ltd") shall be deemed to be an offer made by you to purchase the services as specified in that Order ("the Services") from us for the price as submitted to you in writing by us ("the price") and on the terms and conditions hereinafter set forth.

ACCEPTANCE OF OFFER: The engagement in work or service for or on your behalf (an **Assignment**) by an employee of JVJSM Pty Ltd trading as Stafflink Workforce Management or its subcontractor and its agents and employees (a **Candidate**) will be taken as your acceptance of the Terms and Conditions and Offer. No variation can be made to these terms and conditions without the written consent of JVJSM Pty Ltd trading as Stafflink Workforce Management.

RIGHT TO REJECT OFFER: We, at our sole discretion and without assigning any reason therefore, shall be entitled to reject your Offer by giving written notice to you.

ENGAGEMENT OF CANDIDATES: We invest in the training and hiring of our staff and value their continued employment with us. You acknowledge that:

- a) There is nothing in this agreement in which allows you to offer Candidate's employment within your organisation, company or firm to the exclusion of, or with the intent that such Candidate will cease to be an employee of JVJSM Pty Ltd trading as Stafflink Workforce Management or its subcontractor and its agents; and
- b) if you employ an employee or contractor of JVJSM Pty Ltd trading as Stafflink Workforce Management either during the period of the Assignment from the date of any initial interview or for a period of twelve (12) months of the cessation of the Assignment (the **Engagement Period**), you agree to pay us an amount calculated in accordance with "Staff Placement Fee" below.
- c) JVJSM Pty Ltd trading as Stafflink Workforce Management may during an employee or contractors period of assignment, at its sole discretion, waive part or all of the staff placement fee calculated in accordance with "Staff Placement Fee" below. Any such waiver of the "Staff Placement Fee" must be provided in writing by JVJSM Pty Ltd trading as Stafflink Workforce Management.
- d) You must immediately provide written notice to JVJSM Pty Ltd trading as Stafflink Workforce Management if you intend to employ or engage a Candidate during the period specified in paragraph (b) above.

STAFF PLACEMENT FEE: In the event that a Candidate is engaged by you during the Engagement Period, as a liquidated debt without deduction or set-off, a placement fee of an amount equivalent to 19% of the candidate's gross equivalent annualised remuneration package (which amount will be taken to include the base salary or wage (and if calculated by reference to hourly rates, the hourly rate multiplied by 38 multiplied by 52) and all other benefits or allowances which represent remuneration in other forms, such as superannuation, subsidised housing loans, bonuses, commissions etc. Motor vehicles provided to staff will be valued at a minimum of \$15,000 per annum or as agreed in the package). The fee payable in accordance with this paragraph is payable seven (7) days of invoice date.

PAYMENT FOR SERVICE: Any fees or charges payable by you to us shall:

- a) be paid, in full by you to us, within the term as agreed to in writing by both you and us, without any deduction, retention, withholding or set-off of whatever nature; and
- b) either be paid by you:-
 - i. via a cheque drawn payable to and in favour of "JVJSM Pty Ltd trading as Stafflink Workforce Management" as payee and marked "Not Negotiable Account Payee Only"; or
- c) Be paid by you by EFT payable to and in favour of JVJSM Pty Ltd trading as Stafflink Workforce Management "" as payee and
- d) only be deemed to have been paid by you to us once:
 - i. any cheque or EFT payments received by us from you have been met upon presentation and the proceeds thereof credited to our account; or
 - ii. we have furnished to you a written acknowledgement of receipt of payment.



TAXES AND GST: You shall, in addition to the price, pay to us all taxes (including GST) and other duties and insurance premiums referable to the Services or related to the Assignment. Any GST payable in respect of the Services shall be charged by us, on an appropriate Tax invoice, and be payable to us by you.

PAYMENT TERMS: Payment of fees to be made to us within seven (7) days of invoice date, unless otherwise agreed by us in writing. We may immediately and at any time suspend the provision of Services or any Assignment without notice should you fail to adhere to these payment terms.

INTEREST PAYABLE: In the event that you do not pay all or any of the fees and charges or other monies payable under these terms and conditions you shall, whilst and so long as that failure continues, pay and be liable to pay us interest at the rate of 10% per annum on the outstanding invoiced amount until payment in full, such interest to be calculated and compounded weekly.

ENFORCEMENT COSTS: In the event that you do not pay all or any of the fees and charges or any other monies payable under this agreement you will be liable for all recovery costs and legal charges incurred by JVJSM Pty Ltd trading as Stafflink Workforce Management in attempting to recover such fees. JVJSM Pty Ltd trading as Stafflink Workforce Management shall give seven (7) days written notification to you of its intent to commence legal proceedings or instruct a legal firm/solicitor to recover any outstanding monies or to engage a collection agency to recover overdue amounts.

The costs of collection of any monies due and payable including, but not limited to, the fees of any mercantile agent and their legal firm / solicitors are recoverable as a liquidated debt from you.

JVJSM Pty Ltd trading as Stafflink Workforce Management shall also be entitled to recover in full as against the client any charge or fee incurred in relation to any dishonoured cheque or direct debit request, all bank related charges payable by you and any Legal proceedings commenced in regard to non-payment.

GUARANTEE: Unless the agreement is waived in writing by us, your obligations to us in respect of any and all Services sold by us to you shall be guaranteed in writing by such of your directors and shareholders as we may require and you agree to procure the exercise of guarantees in the form reasonably required by us.

VARIATION TO TERMS: These Terms of Business may be amended, varied, altered, added to or modified at any time by us, **PROVIDED HOWEVER** that no such amendment, variation, alteration, addition or modification shall bind you until seven (7) days after written notice of such amendment, variation, alteration, addition of modification has been given by us to you.

INSURANCE: You will maintain and make available on request appropriate Insurances such as Public Liability, Motor Vehicle, Fire and Product as required by us.

INDEMNITY: While we endeavour to select Candidates who are suitable for your needs, we cannot accept liability on behalf of ourselves, our servants or agents, for any loss or damage, or other costs irrespective of how they are caused, which you may suffer or for which you may become liable arising out of, or in connection with the introduction of the Candidate to your organisation, company or firm or the carrying out of the Assignment. You will need to satisfy yourself that the Candidate has met any medical, tertiary, trade or other qualifications necessary for the Assignment and no warranty is given by us in this regard.

RESPONSIBILITY IN RELATION TO TEMPORARY STAFF: You will undertake to ensure the direct supervision and management of all Candidates engaged by you during the performance of each Assignment. You must directly control the conditions under which the Assignment is performed, and the outcome of the performance. You must ensure the health and safety of all Candidates, while engaged to provide services to you and must satisfy all your obligations as applicable under occupational health and safety and discrimination legislation or other statutory requirement. This includes, but is not limited to:

- a) Providing all necessary induction and other training and issuing all necessary policies, procedures and directions and personal protective equipment as required;
- b) Immediately notifying us of any occupational health and safety risks or discrimination and harassment issues in connection with the provision of services by any of Candidates;
- c) Requiring Candidates to perform only those tasks that they are skilled and trained to perform; and



STAFFLINK

WORKFORCE MANAGEMENT

PO Box 416, Ormeau Qld 4208
Ph: 07 3439 8868
Email: admin@stafflinkwm.com.au
ABN: 46 682 432 284

- d) Immediately notifying us if there are any changes to the tasks or environment which Candidates will be assigned to perform work for you.
- e) Providing all necessary hazard and risk control measures including personal protective equipment to Candidates at all times while engaged with you, unless negotiated and written agreement is in place to amend this requirement.

ADDITIONAL FEES: You must advise us of any specific site conditions, penalty rates, site allowances, enterprise bargaining agreements or other matter that will affect the rate of pay applying to Candidates in respect of any site or Assignment to which our staff are applied by you. You agree to indemnify us for any such additional cost, together with on-costs such as payroll tax, plus a margin of 10% and such amounts are deemed to be in addition to and payable at the same time as the fees and charges otherwise payable to us under these terms and conditions.

ASSIGNMENT: We may by notice to you assign our right title and interest in and to this agreement to a third party assignee without your consent at any time and you agree to be bound by these terms and conditions as if such third party assignee was originally party to these terms and conditions and sign any document or do anything necessary to perfect the assignment of our rights under this agreement.

JOB ACTIVE ELIGIBILITY: We may provide assignments to registered job seekers who may be eligible for government funding.