

**TERMS & CONDITIONS OF BUSINESS
TOTAL QUALITY RECRUITMENT P/L
ABN 14 628 551 356**



The hire of labour from Total Quality Recruitment shall be taken as an acceptance of and agreement to these Terms & Conditions of Business.

All rates invoiced to the Client are inclusive of worker's compensation, payroll tax, superannuation, annual leave entitlements, sick pay and public liability insurance.

All relevant award or site agreement conditions will apply, with Total Quality Recruitment paying its employees and invoicing the Client accordingly.

Total Quality Recruitment will pay its employees and invoice Clients based on the hours depicted on the timesheets forwarded by the Client. It is the Client's responsibility to ensure that all timesheets are checked for accuracy and authorised by the appropriate person.

All rates and conditions invoiced to Clients are subject to change when affected by a variation in Award or Site Agreement conditions or statutory employment costs, and will be adjusted from the implementation date.

The minimum daily hire for a Total Quality Recruitment employee is 4 hours. The Client must provide Total Quality Recruitment with not less than 4 hours notice of cancellation of any order for employees.

The Client is obligated to ensure any working environment, in which a Total Quality Recruitment employee works during the period of the Engagement is safe, including ensuring any plant or equipment a Total Quality Recruitment employee uses is safe. Without limiting the generality of this obligation the Client agrees that it shall:

- establish safe work procedures;
- provide an induction to site, and communicate safe work procedures to each employee;
- comply with safety standards;
- provide direct supervision to employees in the performance of their duties.
- maintain plant and equipment; and
- comply with all applicable health or safety legislation or regulations.

THE CLIENT will indemnify Total Quality Recruitment for any claims against Total Quality Recruitment due to THE CLIENT failing to comply with above.

The Client agrees that it will not request a Total Quality Recruitment employee to engage in any work or use any equipment that the employee is unfamiliar with, unqualified to use or perform, or has not received adequate training for.

The Client agrees that it will immediately notify Total Quality Recruitment of any planned variation in the duties of an employee, or if an employee suffers an injury in the performance of services under an assignment.

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.

If the Client wishes to engage any Total Quality Recruitment employee, whether on a permanent or casual basis, at any time within three months after completion of any assignment, a permanent placement fee will apply and be invoiced to the Client.

The client will be invoiced weekly, with **payment to be made in 14 days from the date of invoice**. GST will be applicable on invoices. This amount will be individually itemised on the invoice.

I/we have read and agree to the Total Quality Recruitment Pty Ltd Terms and Conditions of Business as stated above.

Signed for and on behalf of _____ (Company name)

By authorised person _____ (Print full name)

Signature _____ Position Title _____

Date _____