

TERMS AND CONDITIONS – LABOUR HIRE

PLEASE NOTE: Read these terms and conditions carefully as they are binding upon you. It is Baseline Group (Personnel) Pty Ltd's policy to strictly enforce the terms of its agreements in the event of any dispute.

This Agreement (**the Labour Hire Agreement**) is made BETWEEN: Baseline Group (Personnel) Pty Ltd (**Baseline**) AND: the Client (**the Client**)

1 Introduction

- 1.1 The Client may from time to time require the labour of additional persons.
- 1.2 Baseline conducts a business involving the assignment (**an Assignment**) of Employees to perform work at other businesses (**Labour Services**).
- 1.3 The Client and Baseline have reached agreement on the general terms and conditions which apply to the Client upon requesting Baseline to provide the Labour Services of its Employees to the Client.
- 1.4 To the extent that any Assignment is on foot at the time this Labour Hire Agreement is signed, this Labour Hire Agreement applies to any such Assignment, unless otherwise agreed.
- 1.5 The Client is bound by the this Labour Hire Agreement in respect of each Assignment upon receipt of Baseline's acceptance as provided in clause 2.2 in respect of that Assignment.
- 1.6 Baseline will not be bound by any additional or conflicting terms and conditions in respect of any Assignment unless those terms and conditions are expressly agreed to in writing by a Director of Baseline.
- 1.7 Baseline may change the terms and conditions of this Labour Hire Agreement at any time by giving the Client new terms and conditions, which will apply on and from the date of provision of the new terms and conditions, unless the Client notified Baseline otherwise and terminates any Assignment on foot at that time pursuant to clause 5 within 48 hours of receiving the notice of change.

2 Provision of Labour Services

- 2.1 If the Client wishes Baseline to provide an Assignment of the Labour Services of an Employee, it must request the Labour Services in writing to Baseline, no less than 7 days before the proposed commencement of the Assignment, providing:
 - a) the proposed period of the Assignment
 - b) the number of Employees required for the Assignment;
 - c) the Labour Services to be provided by the Employee(s) during the Assignment;
 - d) any training requirements of the Employee(s) required in order to perform the Labour Services;
 - e) the equipment, if any, to be provided by the Client or required to be provided by Baseline in respect of the performance of the Labour Services;
 - f) the matters set out in clause 3.5 below;
 - g) any other relevant information that may be required by Baseline in order to effect the Assignment.
- 2.2 If Baseline chooses to and considers that it has the capacity to effect the Assignment requested by the Client, Baseline may accept the request in writing within 8 hours of the proposed commencement time of the Assignment. In the event that Baseline does not respond within this timeframe to such a request by the Client, the request shall be deemed to be rejected.
- 2.3 Baseline will use its best endeavours to ensure that the Employees provided to the Client for each Assignment:
 - a) have the necessary education, training and skill requirements stipulated by the Client in respect of the Assignment for which they are requested;
 - b) are able to safely perform the Labour Services; and
 - c) perform the Labour Services to the best of their skill and ability, for the Client's benefit, and in a timely manner.
- 2.4 The Client shall provide a site induction for all Employees.

3 The Fee

- 3.1 Baseline will charge the Client a fee (**the Fee**) for each Assignment.
- 3.2 The Fee will be calculated by:
 - a) multiplying the hours of work worked by each Employee during the Employee's Assignment by the Hourly Rate payable in respect of the Employee providing the Labour Services to the Client, and
 - b) adding the Premium referred to in clause 3.7.
- 3.3 The Hourly Rate payable must be agreed between the Client and Baseline in respect of each Employee for each Assignment. In the event that agreement between the parties as to the Hourly Rate payable in respect of an Employee's Labour Services cannot be reached by the time for commencement of the Assignment, the Hourly Rate will be determined by Baseline at its discretion.
- 3.4 The Hourly Rate will not be less than the hourly rate of pay paid by the Client to the Client's employees performing the same or substantially similar work as the Employees will be performing during the Assignment, plus an administrative fee determined by Baseline, but not less than 12% of the Hourly Rate.
- 3.5 In order for the parties to reach agreement as to the Hourly Rate, the Client must provide Baseline with:
 - a) the details of any and all industrial awards or agreement applying to the Client's employees performing the same or substantially similar work as the Employees will be performing during the Assignment
 - b) the Client's rates of pay in respect of its employees performing the same or substantially similar work as the Employees will be performing during the Assignment;
 - c) any additional entitlements that the Client provides to its employees, such as site allowance, meal allowance, travel allowance, shift loadings or penalty rates or any other payments or non-financial benefits.
- 3.6 If the Client fails to disclose to Baseline the matters set out in clause 3.5 above, Baseline will determine the Hourly Rate at its own discretion.

- 3.7 Baseline will charge a premium (**the Premium**) where it is required to pay the Employees assigned to the Client additional amounts, in respect of any of the following, that may be payable to the Employee during an Assignment:
 - a) shift loadings – an additional 30% of the Hourly Rate for each hour that an Employee works to which a shift loading applies;
 - b) casual loadings – an additional 25% of the Hourly Rate for each hour that an Employee works to which a casual loading applies;
 - c) overtime rates – an additional 50% of the Hourly Rate for each overtime hour that an Employee works for the first 3 hours and then 100% of the Hourly Rate for each overtime hour that the Employee works thereafter;
 - d) work on Saturdays – an additional 50% of the Hourly Rate for each hour that an Employee works on a Saturday for the first 3 hours and then 100% of the Hourly Rate for each hour that the Employee works on a Saturday thereafter;
 - e) work on Sundays and Public Holidays – an additional 150% of the Hourly Rate for each hour that an Employee works on a Sunday or a Public Holiday;
 - f) travel time – as agreed, or in the absence of agreement, as determined by Baseline in its discretion, but no more than the actual cost incurred by Baseline plus a further 10% of that actual cost;
 - g) any other penalty rates – as agreed, or in the absence of agreement, as determined by Baseline in its discretion, but no more than the actual cost incurred by Baseline plus a further 10% of that actual cost;
 - h) any other amount – as agreed, or in the absence of agreement, as determined by Baseline in its discretion, but no more than the actual cost incurred by Baseline plus a further 10% of that actual cost.

4 Minimum Period of Assignment

- 4.1 The minimum period of any Assignment is 12 hours.

5 Termination of Assignment

- 5.1 The Client must give Baseline at least 5 Business Days' notice of the termination of an Assignment.
- 5.2 If notice in clause 5.1 is not given, Baseline will charge the Client, and the Client must pay to Baseline, a sum equivalent to 50 % of the Fee in respect of the Assignment. If less than 48 hours' notice is given Baseline will charge the Client 100% of the Fee in respect of the Assignment.
- 5.3 Baseline may terminate an Assignment immediately without prior notice if the Client:
 - a) the Client fails or refuses to pay the Fee invoiced to the Client within 10 Business Days of payment being due; or
 - b) the Client breaches clause 7 of this Labour Hire Agreement; or
 - c) there is any change which prevents Baseline from effecting the Assignment, or which causes a material change to the effecting of an Assignment.

6 Retention of Employees by Client

- 6.1 If the Client (or any entity or body corporate related to or associated with the Client) has contact with an Employee through or in connection with an Assignment, and employs or engages any current or former Employee (either directly or indirectly) during that Assignment or within 12 months of the expiration of that Assignment, then Baseline's Placement Agreement will apply.
- 6.2 The Placement Fee is calculated by multiplying the Candidate's anticipated Remuneration by the relevant percentage that applies to the higher of the Candidate's proposed or agreed Remuneration within that range (as set out below).

Candidate's proposed or agreed (whichever is higher) Remuneration	Percentage of Remuneration payable to Baseline as the Placement Fee (exclusive of GST)
\$0 to \$54,999.99	@ 12 %
\$55,000 to \$74,999.99	@ 14 %
\$75,000 to \$99,999.99	@ 16 %
\$100,000 and above	@ 18 %

- 6.3 The Client agrees that it will not offer to retain or engage any Employee whether directly or indirectly, or permit any other person to offer to retain or engage any Employee, during an Assignment to the Client without seeking prior permission in writing from Baseline.

7 Occupational Health and Safety and Other matters

- 7.1 The Client is responsible for providing a safe and healthy workplace, and safe systems of work, for all Employees.
- 7.2 The Client acknowledges and agrees that it will:
 - a) comply with all applicable occupational, health, safety environmental and associated legislation, regulations and codes of practice;
 - b) provide a comprehensive structured site and job safety induction for each Employee.
 - c) provide adequate instruction and training to each Employee
 - d) advise Baseline prior to any change in the nature of the tasks undertaken, equipment operated, and chemicals (or other consumables) used by Employees.
 - e) adequately supervise each Employee at all reasonable times.
 - f) promptly advise Baseline of any incidents and injuries involving any Employee; and
 - g) assist in the rehabilitation of Employees injured at the Client's site by provision of suitable alternative duties.
- 7.3 Baseline may, from time to time, attend the Client's site for the purpose of carrying out occupational health and safety inspections, safety/toolbox meetings with its employees on site and the investigation of incidents and injuries.
- 7.4 The Client is also responsible for providing a workplace that complies with all other

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- legal requirements relating to the work environment.
- 7.5 If any issue arises concerning the performance of any Employee or any potential or alleged misconduct of any Employee the Client must immediately advise a senior Baseline manager and the Client must provide Baseline with reasonable access to the employee in question and reasonable co-operation to enable Baseline to deal with the matter as Baseline considers appropriate.
- 8 Inspections Permits and Approvals**
The Client must comply with all laws applicable to each site at which Employees are utilized, the property, plant and equipment made available by the Client and the use of Employees by the Client. Without limiting the generality of this requirement, the Client is responsible for all inspections, permits and approvals required by law and for ensuring that all plant and equipment made available by the Client (including motor vehicles and machinery) is registered where required and meets all applicable standards required by law.
- 9 Insurance**
9.1 During the period of any assignment of Employees to the Client, the Client must have adequate insurance to cover:
a) loss or damage to the Client's property or the property of other persons including machinery, motor vehicles and other plant and equipment and all which may be operated or handled by any Employee; and
b) death or personal injury (to the Client's personnel or any other person) caused or contributed to by Employee whilst on hire to the Client. The insurance must cover Baseline AUSTRALIA Pty Ltd and its employees.
- 10 Timesheets**
10.1 The Client will ensure that each Employee maintains a timesheet recording the number of hours worked, and when those hours were worked.
10.2 The timesheet must be countersigned by the Client's authorised representative at the end of each week being a Sunday.
10.3 Each countersigned timesheet must be returned to the Baseline within one day.
- 11 Payment to Employees**
11.1 Baseline is responsible for the following in relation to the Employees during each and any Assignment to the Client:
a) payments of all amounts due under the terms of any relevant industrial instrument or employment contract;
b) payment of annual leave, personal leave and long service leave;
c) deduction of all appropriate taxation, including income tax and fringe benefits tax, and payment of payroll tax; and
d) monitoring performance through a performance appraisal system.
- 12 Invoices**
12.1 Baseline will render Invoices weekly upon receipt of any timesheets in respect of the Employees who have prepared those timesheets.
12.2 The Client must pay all invoices within 7 days from date of invoice, or within such longer terms as agreed in special cases in writing by a Baseline Director.
12.3 Failure to pay the invoice in full when due may incur a late settlement fee of 4% of the amount outstanding for each month or part month during which it is overdue until payment has been made in full.
- 13 Review of Rates**
13.1 Baseline AUSTRALIA Pty Ltd may vary this Labour Hire Agreement and the Hourly Rates from time to time.
13.2 If there is any change which substantially affects:
a) Baseline's provision of any Assignment to the Client; or
b) the cost of any Assignment,
the affected party must give the other party notice of the change as soon as practicable and the parties may agree on any variation to this Labour Hire Agreement as is necessary or else the Assignment may be terminated in accordance with clause 5.
13.3 Where Baseline advises the Client in writing of a change to this Labour Hire Agreement or any applicable Hourly Rates, the Client is taken to accept those changes unless the Client advises otherwise within 48 hours of receiving the notice of change.
- 14 GST**
14.1 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Labour Hire Agreement for any supply made under or in connection with this Labour Hire Agreement does not include GST.
14.2 To the extent that any supply made under or in connection with this Labour Hire Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
14.3 To the extent that a party to this Labour Hire Agreement is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other Party is entitled to claim an input tax credit.
14.4 To the extent that any consideration payable to a party under this Labour Hire Agreement is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be us.
- 15 Baseline Limitation of Liability**
15.1 The Client is responsible for the care and supervision of all Employees whilst on hire to the Client.
15.2 Baseline is not liable for any loss or damage to any property or for death or

- personal injury (to the Client's personnel or another person) caused or contributed to by an Employee (whether by negligence or otherwise) during any Assignment to the Client.
- 16 Indemnity**
16.1 Without limiting Baseline's liability at law or in tort, the Client agrees to indemnify, and keep indemnified, Baseline and its directors, officers, agents and assigns against any liability for any Claims made against Baseline, or Employees, arising out of or in connection with:
a) any breach by the Client of this Labour Hire Agreement; or
b) any loss, damage or injury suffered by a third party, caused by any negligence, or deliberate act, by an Employee in the course of performing work during an Assignment.
16.2 Any liability under this clause 16 will be a debt due by the Client to BASELINE.
- 17 Personnel**
17.1 Whilst Baseline will use all reasonable endeavours to meet the Client's requirements and ensure the quality of the Employees, Baseline is not liable for any loss or damage (including consequential loss or damage):
a) if Baseline is unable to supply Employees required by the Client at any time; or
b) arising from any negligence, dishonesty, carelessness or lack of skill of any Employee.
17.2 To the extent that Baseline's liability cannot be limited as provided in this clause or clause 15 Baseline's liability is limited to:
a) Baseline supplying the goods or services again; or
b) Baseline paying the actual market value cost of replacing the goods or supplying the services again.
- 18 Severability**
18.1 If any provision of this Labour Hire Agreement is unenforceable, illegal or void then it is severed and the rest of this Labour Hire Agreement will remain in force.
- 19 Entire understanding**
19.1 This Labour Hire Agreement:
a) contains or incorporate by reference the entire agreement and understanding between the Client and Baseline, on everything connected with the subject matter of this Labour Hire Agreement; and
b) supersedes and merges any prior agreement or understanding on anything connected with that subject matter.
19.2 Each party has entered into this Labour Hire Agreement without relying on any representation by any other party or any person purporting to represent that party.
- 20 Definitions and Interpretation**
20.1 **Definitions**
a) Unless the context otherwise requires, the following terms have the meaning given below in this Labour Hire Agreement:
i) **Assignment** means each and every provision of an Employee or Employees to the Client for the purposes of performing the Labour Services.
ii) **Business Days** means any day except Saturday or Sunday or a day that is a public holiday throughout Western Australia.
iii) **Client** means the person, firm or body corporate together with any subsidiary or associated company as defined by the *Corporations Act 2001 (Cth)* Baseline AUSTRALIA Pty Ltd provide Employees on temporary assignment.
iv) **Employee** includes all personnel assigned by Baseline to provide Labour Services to the Client in connection with an Assignment.
v) **Fee** has the meaning provided by clause 3.
vi) **GST** has the meaning provided in the GST Act.
vii) **GST Act** means the A New Tax System (Goods and Services) Act 1999 (Cth).
viii) **Hourly Rate** means the standard hourly rate of pay payable in respect of an Employee performing an Assignment as determined in accordance with clause 3.
ix) **Labour Services** means the work performed by the Employees for the Client during an Assignment as agreed by the parties for the purposes of each Assignment.
x) **Placement Agreement** means the terms and conditions notified by Baseline to the Client upon which a Client may engage an Employee. A copy of the current Placement Agreement is attached.
xi) **Premium** has the meaning provided in clause 3.7.
20.2 **Interpretation**
a) Reference to:
i) a person includes a body corporate;
ii) a party includes the party's executors, administrators, successors and permitted assigns;
iii) the singular includes the plural and the plural includes the singular; and
iv) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
1) that Statutory Provision as amended or re-enacted from time to time; and
2) a statute, regulation or provision enacted in replacement of that Statutory Provision.

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