

TEMPORARY / CONTRACT STAFF

- These terms and any Statement of Work orders constitute the entire Agreement ("this Agreement") between Launch Recruitment Pty Ltd (ACN 119 140 840) (hereon referred to as Launch) and the client named in the agreement execution ("the client"). This agreement replaces all prior agreements (written or verbal) made between Launch and the client.

Fees, Wages and Payment Terms

- Fees will be negotiated prior to the commencement of each contract or temporary assignment as outlined in a completed Statement of Work. Fees may vary per individual assignment depending on changes to market rate, penalties, awards or other rates payable as set by Fair Work Australia (or other relevant body).
- Hourly rates are all inclusive and incorporate salary, annual holiday pay, personal leave payments, payroll tax, Workers' Compensation, Superannuation, Guarantee Levy, Government returns and all related payroll processing costs. Launch reserves the right to pass onto the client any State or Federal tax, levy or charge (including GST) in relation to the fee charged to the client under this agreement or any payments made to contractors.
- Launch reserves the right to vary the Fee at any time upon giving 7 days written notice. Where an Industrial award, enterprise or site agreement (whether certified or not) is used by Launch as a guide to determine a fair and reasonable rate of pay for any contractor, the client acknowledges that the fee is subject to change without notice where any change occurs in a rate of pay under such award, enterprise or site agreement.
- Wages are paid to contractors fortnightly and therefore fees are payable strictly within seven (7) days to enable us to maintain our high standards. Interest will be payable at a rate of 15% per annum on all invoices not paid by the due date.
- A minimum of four (4) hours per day will be charged for each temporary employee provided.
- Penalty rates in accordance with the Federal Award requirements are payable for hours of overtime in excess of eight (8) hours in any one day. Overtime is payable for any hours worked over 38 hours per week. Overtime is calculated on a daily basis at time and a half for the first two (2) hours and double time thereafter. A meal allowance applies when a temporary works after 6.30pm.
- Under the terms of the Federal Award, Temporary Employees are to be paid for public holidays provided they have worked that public holiday day. This is calculated at double time and a half. Temporary Employee wages on weekends are calculated at time and a quarter (1.25) on Saturdays, and double time on Sundays.
- The client, or any of its affiliates, agrees to pay a Permanent Placement Fee if it engages a contractor (directly or indirectly) under any contract of service, within 12 months of that Contractor providing services to the Client pursuant to this Agreement. No placement fee is applicable if a candidate is taken onto the Administrative Appeals Tribunal books after a 3 month period.
- The client agrees that any short payment of invoiced amounts which include any amounts for payroll tax payable will, in the absence of specific remittance advice details, be applied firstly to payment of sums

owing to Launch and secondly on account of the payroll tax included in the invoiced amounts.

Launch's obligations to the client

- Launch will use its best endeavours to supply suitably competent contractors and temporary employees ("Contractor/s") to the Client on a per assignment basis.
- If Launch receives notification from the client that the client is not satisfied with a contractor, and the client has complied with all clauses in this document, Launch will take all reasonable steps to replace that contractor and will endeavour to do so within 4 hours of notification. Only if the notification is received by Launch within 4 hours of the contractor commencing the assignment, the client will not be charged for the hours worked by that contractor (to a maximum of 4 hours).
- Launch will provide an invoice to the client on a weekly basis to align with payment terms as stated in clause 5.
- Launch will be responsible for the following:
 - all payments, including income related taxes and superannuation contributions on behalf of contractors when required by law to do so;
 - ensuring workers' compensation, public liability and professional indemnity insurances are current with respect to contractors. The client should note that this obligation does not excuse the Client from its obligations or liabilities as occupier of the site to which contractors are assigned (whether such obligations arise by way of statute or otherwise)
- Where a contractor ceases work on an assignment prior to its completion, Launch's liability will be limited to taking all reasonable steps to replace that contractor and will endeavour to do so within 4 hours of notification by the client.

The client's obligations

- The client agrees to state clearly in the Statement of Work the nature, location and expected duration of each assignment; the duties and requirements of the contractor; and any other special requirements of the role.
- The client acknowledges they have considered all internal candidates and candidates on a client database prior to engaging Launch for an assignment. The client agrees that by stating a 'candidate is on their database' in no way negates their obligation to pay Launch a fee for any ethically referred candidate who is hired by the client.
- Candidates are selected on the basis of their ability to perform against the requirements of the statement of work. The client agrees not to change the details referred to in clause 16 without first obtaining written approval from a Launch consultant.
- The client agrees that each contractor will be engaged for a minimum of four (4) hours per day.
- If the client wishes to cancel an assignment, they agree to give a minimum of 12 hours notice prior to the scheduled commencement. The client will be charged four (4) hours at the previously agreed rate if they are unable to notify Launch before this time.

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Launch Recruitment Pty Ltd
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Level 31, 140 William Street, Melbourne VIC 3000 | P 03 8399 9900
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21. Should the client wish to terminate a contractor's assignment for any lawful reason, the client agrees to notify Launch immediately and NOT inform the contractor, but allow Launch to do so.
22. The client agrees not to discuss with any contractor any matter relating to the contractor's agreement with Launch (such as the payments the contractor is to receive).
23. Unless the client has otherwise instructed Launch in writing, the client hereby authorises and requests Launch to collect and remit on its behalf pursuant to the provisions of the Payroll Tax Act 1971 any payroll tax levied or leviable in respect of the services provided under this Agreement.
24. The client will ensure that the hours recorded on a temporary's timesheet are correct by acknowledging approval by Monday at 10:30am. Payments are calculated directly from the authorised timesheet and payment made prior to your invoice being issued. The client acknowledges that authorisation of a timesheet will be taken as acceptance to pay for the hours recorded thereon.
25. From the time the contractor reports to take up duties, the contractor provided by Launch is deemed to be under the direction and control of the Client for the duration of the assignment. The client agrees to be responsible for all acts, errors or omissions, be they wilful, negligent or otherwise as though the contractor is on the client's payroll.
26. The client will in all respects comply with all Statutes, By-laws and Legal requirements to which the client is ordinarily subject in respect of the client's own staff. Nothing herein contained or implied shall be deemed to define the contractor of the client for any other purposes.
27. The client agrees to provide all temporary and contract staff with a safe working environment and system of work which is free from harassment or any type of discrimination. The client acknowledges that the contractor is provided with an appropriate induction, supervision and training in their specific tasks to ensure the occupational health and safety and all contractors work is performed safely.
28. The client acknowledges that they have suitable Occupational Health and Safety Policies and Procedures in line with Federal laws. The client agrees to allow Launch all reasonable access to its site and to relevant safety documentation to enable Launch to comply with OH&S obligations. Any incidents must be reported to Launch within 24 hours.
29. The client is responsible for the maintenance of reasonable insurance cover in respect of any claim which the temporary may have against the client arising from the client's occupation of the premises, any act or omission of the client in relation to machinery, equipment or vehicles used by the temporary.
30. The Client agrees to indemnify Launch, its employees, agents or contractors for any loss or damage suffered by any of them as a result of a breach of this Agreement by, or any act or omission of, the Client, its employees, agents or contractors.
31. The client assumes all risk and liability where contractors handle the client's money, securities or valuables in the course of providing services to the client except where the client has specifically requested in writing a contractor who will be required to provide such services.

Termination

32. This Agreement may be terminated by either party giving the other reasonable notice in writing (but at least 1 day).
33. Either party may terminate an assignment upon the giving of reasonable notice to the other party (but at least 1 day).

EXECUTED AS AN AGREEMENT:

State Manager NSW
Launch Recruitment Pty Ltd ABN: 54 119 140 840

94 June 2017
Date

Name:
Position:
As an authorised representative of:
ABN:

19/10/17
Date

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