

TERMS OF BUSINESS

1 AGREEMENT

1.1 The clauses set out in the “Terms of Business,” constitute the contractual basis of granting an account and conducting business with Antz Labour Hire. Acceptance of these Terms of Business is accepted upon signing the contract and will apply to the first and any subsequent employee introduced to the client.

1.2 All parties in agreement agree to uphold their obligations as stated in these Terms of Business and any Special Conditions within this contract.

1.3 This contract covers the entire agreement between the parties in agreement and no previous representation, undertaking or oral terms will form part of this contract.

1.4 Unless stated in this contract, no amendment or variation of the contract is valid or binding on a party unless made in writing and signed by Antz Labour Hire and the client. This excludes any changes in minimum pay conditions and/or legislations that will require adjustment. (See clause 3.2)

2 PRIVACY

2.1 All information provided by Antz Labour Hire is to be handled and stored in accordance with the provisions of the Privacy Act 1988. By signing this contract, you agree to comply with your obligations under the Act and any future amendments to such laws.

2.2 Any information collected will be handled and stored in accordance to all governing bodies and legislations.

3 AWARDS & LEGISLATION

3.1 The client is required to notify Antz Labour Hire of any Modern Award and Classification, Agreement (such as but not limited to; Collective or Enterprise Agreements) or any other industrial instrument applicable to its workforce that will affect Antz Labour Hire employees.

3.2 Minimum pay conditions from Fair Work Australia must be upheld and paid to Antz Labour Hire employees. If there are any changes or amendments to a Modern Award you will be notified in writing and a new agreement when delivered to the client will take precedence over this agreement, all changes will be charged in line with your current charge structure.

3.3 If any changes occur to any relevant legislation, superannuation or any other requirements through the course of this contract, any statutory obligations must be adhered to by the both the client & Antz Labour Hire. If required any changes will be charged accordingly.

4 JOB DESCRIPTIONS

4.1 The client agrees to provide Antz Labour Hire with a detailed description of the job requirements of the position(s) to be filled and any modern award(s) by Fair Work Australia, classification(s) or pay grade(s) applicable. It is also the clients' responsibility to notify Antz Labour Hire in any event where they are aware of a change which has taken place relevant to that modern award, otherwise it may be necessary for Antz Labour Hire to recover the difference in order to maintain their obligations to employees and the relevant legislations.

4.2 Antz Labour Hire will make every reasonable effort to verify that a labour hire employee holds the relevant qualifications, tickets or certifications as required by the client, but does not warrant their ability to carry out any specific tasks by holding such documentation.

4.3 It is the responsibility of the client to ensure that the assignment of tasks is done with due consideration and assessment of the skill level, competence and experience of our labour hire employee(s).

4.4 Should the job description or tasks of an assignment change at any time, the client must advise Antz Labour Hire immediately.

5 PERMANENT PLACEMENT TERMS

Permanent Placement

5.1 Permanent Placement is defined as the client or any of their related or associated companies who; Directly engage any of our candidate(s), employee(s) existing or assigned labour hire employee(s) or Directly engages Antz Labour Hire for permanent placement services.

5.2 Once a candidate or employee engages employment with the client, the candidate or employee will then be a direct employee subject to the clients control and direction. The client will therefore be fully liable for the candidate(s) or employee(s).

5.3 Antz Labour Hire will make every reasonable effort to ensure that the candidate(s) or employee(s) suit the client's requirements, but the final decision will remain with the client.

Replacement Guarantee

5.4 Any client who has engaged in a Permanent Placement with Antz Labour Hire and has paid their invoice within the payment terms, will be provided with one replacement employee free of charge in the event of;

A Permanent Placement being deemed unsuitable for the job requirements within the 13 week guarantee period, provided that the Directors of Antz Labour Hire share the same view.

or a permanent placement who does not stay the full 13 week guarantee period.

5.5 In the event of seeking a replacement, the client must provide Antz Labour Hire with written notice within the first 13 weeks of the placement start date & a copy of the termination letter if the employees' employment has been terminated.

Permanent Placement Charge

5.6 A Permanent Placement charge of 12% excl. GST will be invoiced to any Permanent Placement, based on the annual salary inclusive of superannuation contributions and any benefits. In the event that the annual salary cannot be accurately established, the rate will be calculated at an average market annual salary.

5.7 A Permanent Placement charge is payable to Antz Labour Hire by the client for any candidate(s) or employee(s);

That is introduced under any of the Permanent Placement clauses, directly or indirectly and subsequently accepts an engagement for full time, part time, casual, labour hire positions and any set period contract, or Prior to having completed 494 hours or 13 weeks (whichever is greater) contracted through Antz Labour Hire by the client for the candidate(s) or employee(s). If a candidate or employee is engaged directly by the client after a six-month period from first being introduced a Permanent Placement charge will not be applicable, provided that the Directors of Antz Labour Hire share the same view.

5.8 Permanent Placement charges can be reduced on a pro rata basis should the candidate(s) or employee(s) have been engaged by the client through Antz Labour Hire on Labour Hire.

6 LABOUR HIRE TERMS

Labour Hire

6.1 Labour Hire is where the client engages Antz Labour Hire employee(s) on a contractor basis for agreed assignment terms.

Minimum Period of Hire

6.2 A 4-hour minimum assignment applies per day unless a prior arrangement has been made, but must be no less than stated in the relevant Modern Award by Fair Work Australia. If an assignment is completed prior to the minimum hours being completed, the 4-hour pay and charge will apply for all Antz Labour Hire labour hire employee(s).

Ending an Assignment

6.3 Written notice must be provided by the client and confirmed with Antz Labour Hire if any assignment is to be cancelled or is no longer required. This must be done and confirmed before the close of business (5pm) the day prior to any assignment, otherwise the full 4 hours minimum pay and charge will apply for each employee assigned.

Payroll Allowances/On-Cost

6.4 Any payroll allowances or on-costs will apply as per the charges within the agreement.

Overtime/Hours Worked Outside Agreed Terms

6.5 If the client requires a Antz Labour Hire labour hire employee to work outside the agreed Pay Conditions, then the minimum pay and conditions based on the relevant modern award by Fair Work Australia will apply. All charges will be in line with your current charge structure.

Suitability Guarantee

6.6 The client must notify Antz Labour Hire if a labour hire employee is deemed unsuitable for the assignment within the first 4 hours. No charges may apply for the employee, provided that the Directors of Antz Labour Hire share the same view and are given the opportunity to supply a suitable replacement.

Liability & Damages Disclaimer

6.7 The client will be responsible for all acts, errors or omissions on behalf of any Antz Labour Hire labour hire employee. Antz Labour Hire will not be liable for any losses, damages, fires, thefts or any liabilities and expenses arising from a Antz Labour Hire labour hire employee including to the client or their employees.

Charges

6.8 Charges as per the agreement are inclusive of Employee Wage Payment(s), PAYG Withholding, Superannuation Guarantee Contributions, Portable Long Service Leave Contributions (if applicable), Payroll Tax (if applicable), Cover for Workers Compensation and other required insurances. No other services, goods or charges are included unless stated under Special Conditions or Additional Goods & Services.

Invoicing

6.9 Antz Labour Hire will issue Tax Invoice(s) containing clear details of the charges along with any information/attachments received for payroll. GST will appear separately (if applicable).

7 PAYROLL SERVICE TERMS

Payroll Service

Payroll Service is where Antz Labour Hire process payroll on behalf of the client who directly pays and takes full responsibilities of their employee(s).

Liability

As the final payroll amounts and payments will be the client's responsibility, signing off on the reports provided by Antz Labour Hire will be considered acceptance of the amounts & charges. No responsibility will lay with Antz Labour Hire from this point forward.

Charges

7.1 Charges will be as per the charges agreed.

Invoicing

7.2 Invoices will contain clear details of the work completed and itemised charges. GST will appear separately (if applicable).

8 PAYMENTS

8.1 Each invoice is payable in full without any deductions or retention of monies.

8.2 The client is to make payment as agreed. At Antz Labour Hire's discretion an interest penalty of 5% may apply on all accounts that exceed 30 days.

8.3 After an account exceeds 60 days past due date, then we will have no further option but to take legal action. In this circumstance, you will be liable for all costs associated with this, e.g.: Legal, court etc. and any future purchases will be strictly COD.

8.4 Antz Labour Hire is entitled to cancel and/or refuse credit or an account at any time.

9 OCCUPATIONAL SAFETY & HEALTH

9.1 The client must ensure that their workplace is safe, free from any risk of injury and must always adhere to their obligations under the Occupational Health & Safety Act (1984) and any other law or legislation applicable to the safety of employees.

9.2 The client has a duty of care to ensure that there is provision of;

A safe work environment, safe work practices/systems and adequate supervision & training.

9.3 The client must provide a thorough workplace & site induction (including equipment, amenities, evacuation procedures, eliminating hazards and controlling risk specific to site) on the first day of any employee's assignment. The client must return the first day placement form, signed by the employee as confirmation of that induction. The employee must be further made aware of any safety policy & procedures relevant to that site and any changes that have taken place by the client.

9.4 The client must notify Antz Labour Hire of any accidents/incidents or any other matters relating to the wellbeing of any employee immediately and provide any reposts or records to support the incident.

9.5 The client must provide all Antz Labour Hire employees with all the PPE (Personal Protective Equipment) required for any duties carried out. (See clause 17.1)

9.6 The client will be liable to bear any costs or penalties incurred because of a breach of the Occupational Safety & Health Breach on their part.

10 SITE INDUCTIONS/TRAINING

10.1 Antz Labour Hire will arrange all site-specific inductions required at the cost of the Antz Labour Hire employee or where applicable, the client.

11 DRUG & ALCOHOL TESTING/MEDICALS

11.1 Antz Labour Hire can arrange all Drug & Alcohol Screenings and/or Medicals as required on behalf of the client. If required, this can be charged to the clients preferred account directly or charged to Antz Labour Hires preferred supplier accounts and billed to the client, see charges. Further testing costs are not covered and will be charged accordingly if required by the client, see charges.

12 DRESS STANDARDS

12.1 Antz Labour Hire employees are briefed and required to uphold any dress codes/standards required by the client.

13 FLIGHTS/LONG DISTANCE TRAVEL

13.1 If an Antz Labour Hire employee is required to travel for an assignment the normal/agreed pay and charges will apply for the time of travel unless agreed under Special Conditions.

14 ACCOMMODATION

14.1 Accommodation & access to amenities must be provided by the client to Antz Labour Hire employees for the entire duration of their assignment or while they are on-site where they cannot reasonably return home each night.

15 PERSONAL TOOLS/BELONGINGS

15.1 In the event Antz Labour Hire employee(s) personal tools/belongings are left onsite and requests retrieval of any such tools/belongings, the client will comply within 7 days.

16 PPE (Personal Protective Equipment)

16.1 It is the client and employees' responsibility that all PPE (Personal Protective Equipment) is provided and worn by Antz Labour Hire employees always.

17 WORKPLACE CONDITIONS

17.1 Antz Labour Hire is an equal employment opportunity provider and trust that the client will uphold their responsibility to provide all Antz Labour Hire employees with a fair harassment and risk-free workplace in accordance with all laws and legislations.

17.2 Antz Labour Hire employees must be treated equally to the clients' employees and be included in any toolbox meeting for site and/or safety requirements.

18 VALIDITY

18.1 If any clause or part thereof contained in these Terms of Business for any reason whatsoever become invalid, the remainder of the contract will stay the same and will not be affected.

19 CONFIDENTIALITY

19.1 Any information provided to the client by Antz Labour Hire is to be kept confidential and shall not be copied or disclosed to any third party without prior written consent from executive management.

COMMERCIAL NOTES

- All charges provided are valid for fourteen days. Charge Rates are reviewed annually. If there are no changes to charge rates required at the annual review, the contract will continue as normal. *(see clause 3.2 & 3.3) If changes to the rates are required, a new contract will be issued for signed approval by the client.
- All Prices are quoted in AUD (Australian Dollars) and are exclusive of GST (Goods & Services Tax).

SPECIAL CONDITIONS OF CONTRACT

Antz Labour Hire Pty Ltd will ensure candidates are of high quality and meet suitability expectations as required by the client.

DUTIES OF LABOUR HIRE AGENTS AND HOST EMPLOYERS

It is important to understand that labour hire agents and host employers both have responsibilities under the Occupational Safety and Health Act 1984 (the Act) for the safety of labour hire workers. A labour hire agent cannot ‘pass on’ its legal duty of care, even if the host employer agrees to this.

For agents and hosts, OHS obligations as an employer extend to labour hire workers through section 23F of the Act. The same general duties of care that apply to an employer under section 19 of the Act apply to both the agent and the host, in relation to matters over which each has the capacity to exercise control. Even though the agent will not always have direct control or management of the workplaces involved, the duty of care remains as an employer to your workers.

Terminology

- An “agent”, also called the labour hire agent, means a person that carries on a business of providing workers to carry out work for clients of the agent, and includes a group training organisation as defined under the Industrial Relations Act 1979;
- A “client”, also called a host employer or host, means a person who uses an agent for the supply of workers to carry out work at their workplace;
- A “worker” includes an employee or contractor;
- A “labour hire worker” exists where:
 - An agent has remuneration agreed with the host employer (client) to provide a worker to do work for the client;
 - there is no contract of employment between the worker and the client in relation to the work;
 - there is an agreement (which may be a contract of employment) between the worker and the agent about carrying out the work, including in respect to remuneration and other entitlements; and
 - the agreement applies to the carrying out of the work by the worker for the client.

Reporting of injuries & diseases to WorkSafe on [1800 678 198](tel:1800678198)

Work related deaths and certain types of injuries and diseases must be reported to WorkSafe. Reporting must be done by both the agent and work-related deaths and certain types of injuries and diseases must be reported to WorkSafe. Reporting must be done by both the agent and the client.

The types of injuries that must be reported are:

- a fracture to the skull, spine, or pelvis;
- a fracture to the skull, spine, or pelvis;
- a fracture to any bone in the arm (other than the wrists or hand) or in the leg (other than a done in the ankle or foot);
- an amputation of an arm, a hand, finger joint, leg, foot, toe or toe joint;
- the loss of sight of an eye; and
- an injury other than the above which, in the opinion of a medical practitioner, is likely to prevent the employee from being able to work within 10 days of the day on which the injury occurred.

Types of diseases that must be reported are:

- **infectious diseases:** tuberculosis, viral hepatitis, legionnaires' disease and HIV, where the diseases are contracted during work involving exposure to human blood products, body secretions, excretions or other material which may be a source of infection; and
- **occupational Zoonoses:** Q fever, anthrax, leptospirosis and brucellosis, where these diseases are contracted during work involving the handling of, or contact with, animals, animal hides, skins, wool, hair, carcasses, or animal waste products. Notification of injuries and diseases must be made using a notification form (called 'Form 1 Notification of Injury'), available from WorkSafe on [1300 307 877](tel:1300307877) or from www.worksafe.wa.gov.au

Notification of injuries and diseases must be made using a notification form (called 'Form 1 Notification of Injury'), available from WorkSafe on [1300 307 877](tel:1300307877) or from www.worksafe.wa.gov.au

Common Hazards and issues are:

- Manual Tasks
- Electricity
- Slips, trips and falls
- Working at heights
- Mobile plant
- Machine guarding
- Language and literacy issues

Further information is available from www.worksafe.wa.gov.au

SPECIFIC EXCLUSIONS

Unless stated under Charges, Special Conditions or Additional Goods & Services the following item(s) will NOT be included:

- Medicals
- Drug & Alcohol Screenings
- Flights
- Accommodation
- Travel

STANDARD TERMS OF PAYMENT

- Labour hire – 7 days from date of invoice.
- Permanent Placement – 14 days from date of invoice.
- Payroll Service – 7 days from date of invoice.
- Each invoice is payable in full without any deductions or retention of monies.
- At Antz Labour Hire’s discretion an interest penalty of 5% may apply on all accounts that exceed 30 days.
- After an account exceeds 60 days past due date, then we will have no further option but to take legal action. In this circumstance, you will be liable for all costs associated with this, e.g.: Legal, court etc. and any future purchases will be strictly COD.

By signing this document, I agree to the terms and conditions set out in this contract.

Name: _____
Signature: _____
Position: _____
Company: _____
Date: _____