

# order confirmation

## contractor/temporary staff

The client engages Randstad Pty Limited ABN 28 080 275 378 ("**Randstad**") to source and supply temporary labour or contractor staff (Candidates), to perform work under the Client's supervision and management. The below is deemed accepted by the Client by virtue of its request for, interview with or Introduction of a Candidate, or the passing of any information by the Client about such workers to any third party and shall prevail over any conflicting terms and conditions put forward by the Client.

<b>Client name and ABN:</b>			
<b>Address:</b>			
<i>As an authorised representative of the Client, I accept for and on behalf of the Client:</i>			
<b>Signed:</b>			
<b>Name:</b>		<b>Date:</b>	

### 1. Placement rate – temporary recruitment

- 1.1** The Client agrees to pay Randstad a Fee/Rate for the services of the Candidate for all hours, days or weeks, actually engaged, from the time the Candidate commences duties (out of pocket expenses to be itemised separately and are payable by Client). Fees/Rates will be as per the schedule of fees attached, or the fees as notified by Randstad upon assignment.
- 1.2** There will be a minimum daily booking fee of 4 hours for a Candidate.
- 1.3** Fees will be invoiced weekly and are payable to Randstad within 7 days from the date of invoice.
- 1.4** The Client must pay the fee to Randstad according to the number of hours engaged by a Candidate.
- 1.5** Randstad requires at least 8 hours' notice of cancellation or postponement of any Candidate assignment.
- 1.6** Randstad may vary the fee at any time to reflect: changes to CPI or market rates; shift penalties, overtime rates, allowances or other rates payable pursuant to any award, agreement or rate of pay applicable; and statutory charges, levies, taxes, insurances or other payments including on-costs Randstad is lawfully required to make or for which Randstad may become liable related to providing a Candidate hereunder.
- 1.7** Fees/Rates are calculated off candidate's pay rate plus statutory on-costs, e.g. state pay roll tax, superannuation, insurances.

### 2. Further contracting or employment

If the Client engages a Candidate in any capacity, whether directly or indirectly (including where the Candidate is transferred or re-engaged by a subsidiary or associated company or transferred to another supplier of recruitment services), while they are performing the relevant assignment or within 12 months after they have last performed a similar assignment for the Client, the Client must pay to Randstad the usual permanent Placement Fee in respect of the Candidate. In the event that the Placement Fee cannot be accurately established, the fee will be 160 times the hourly rate at which the Candidate was last supplied to the Client by Randstad.

### 3. Other

- 3.1** From the time a Candidate reports to take up duties, they are under the supervision, direction or control of the Client for the duration of the assignment. The Client agrees to be liable for all their acts, errors or omissions (wilful, negligent or otherwise). Client will, comply with relevant statutes, by-laws and legal requirements including ensuring the health and safety of the Candidate in all respects. The Client agrees to indemnify Randstad from any liabilities, losses or claims incurred or suffered as a result of the engagement of, or acts or omissions by the Candidate whatsoever.
- 3.2** Randstad's liability whether in contract, tort (including negligence) or otherwise shall be limited to 100% of the fees which are paid at the time that the liability arises. This clause survives termination of any agreement between the Parties.
- 3.3** Neither Party will be liable to the other for any indirect or consequential losses including loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.
- 3.4** Randstad's obligation to indemnify will be reduced proportionally to the extent that any negligent, wilful or unlawful acts or omissions of Client or third party caused or contributed to any loss or damage.
- 3.5** Each Party agree to hold information of the other that is notified as being confidential or can be reasonably regarded as being confidential, in confidence, and will not disclose such information without the consent of the other Party unless required by law or it

has already been made available to the public other than through a breach of this clause. The client undertakes to comply with all relevant privacy and data security laws. The Client is required to respect and protect the privacy of Candidates at all times.

- 3.6** Randstad may freely assign receivables due to it.
- 3.7** All fees are subject to GST.
- 3.8** Client warrants that the provision of services and payment hereunder shall not result in breach of any trade, economic or financial sanctions or Modern Slavery laws or regulations.
- 3.9** Randstad will endeavour to provide accurate information such as qualifications and experience, but cannot accept the responsibility for any loss in connection with the Introduction of the Candidate, the Candidate's subsequent employment or otherwise. Client agrees to satisfy itself of the suitability of any Candidate introduced to it by Randstad. Client agrees that it will investigate references, and satisfy itself regarding any medical requirements, qualifications, and working rights as it may see fit including where such investigations are undertaken by Randstad on the Client's behalf.
- 3.10** Randstad will not be liable for any loss, expense, damage or delay arising from any failure to provide any particular Candidate for all or part of the period of the assignment.
- 3.11** If a relevant Candidate provides continuous service for the benefit of the Client for at least 42 months, Randstad will commence accruing applicable long service leave and charge client as an on-cost.
- 3.12** Under the relevant Work Health and Safety ("WHS") laws, Randstad and the Client have mutual obligations in ensuring the health and safety of Randstad Contractors and Temporary Employees. The Client acknowledges and agrees it has a duty of care to the Contractor or Temporary Employee and must ensure the provision of: a safe workplace; a safe work system; adequate supervision and training; an induction to site and equipment, including amenities and evacuation procedures; and elimination of hazards and controlling risks to health and safety.
- 3.13** The Client agrees to notify Randstad of any changes to the workplace, place of work or tasks to be performed by the Contractor or Temporary Employee.
- 3.14** The Client shall not allow the Contractor or Temporary Employee to carry out work on a site or on equipment considered unsafe by any Party, or where the Contractor or Temporary Employee does not have the appropriate qualifications or previous experience and has not received adequate training.
- 3.15** The Client shall notify Randstad of any injuries to the Contractor or Temporary Employee and notify the relevant authority of any serious injuries.
- 3.16** The Client agrees to hold Randstad harmless from any penalty or cost issued or incurred by Randstad due to the negligence or breach of any statutory obligation by the Client.
- 3.17** Randstad will take every opportunity to ensure that the Contractor or Temporary Employee adhere to dress standards and present for work wearing the appropriate clothing and footwear (where required). It is the Client's responsibility to ensure that the Contractor or Temporary Employee does not commence work unless wearing the correct personal protective equipment for the intended task.
- 3.18** The Client must so far as is reasonably practicable consult, cooperate and coordinate with Randstad, its Contractors and Temporary Employees so as to achieve effective coordination of activities to ensure optimal work health and safety risk management and enable Randstad and its Contractors and Temporary Employees to comply with respective obligations under all relevant WHS laws.