



Westaff®

Focused HR Solutions

WESTAFF (AUSTRALIA) PTY. LTD. ACN 007 654 131

TEMPORARY: _____
 (MR/MRS/MS/MISS) (SURNAME) (GIVEN NAMES)

POSITION IN COMPANY: _____

COMPANY: _____ **WEEK ENDING** _____

ADDRESS: _____

DAY/DATE	TIME COMMENCED	TIME FINISHED	MEAL BREAKS	TOTAL HOURS	HOURS WORKED			
					NT	T 1/2	T2	—
MONDAY / /								
TUESDAY / /								
WEDNESDAY / /								
THURSDAY / /								
FRIDAY / /								
SATURDAY / /								
SUNDAY / /								
TOTAL HOURS								

IS BOOKING CONTINUING NEXT WEEK? YES NO

AUTHORISED EXPENSES/ALLOWANCES

DATE	DETAILS	KM	PAY	CHARGE	TOTAL (\$)
TOTALS					

PLEASE FAX TO YOUR RELEVANT BRANCH:-

ADELAIDE
 Tel: (08) 8212 4202 Fax: (08) 8212 4922

BALLARAT
 Tel: (03) 5331 7300 Fax: (03) 5331 7344

BRISBANE
 Tel: (07) 3012 8849 Fax: (07) 3210 1889

CAIRNS
 Tel: (07) 4047 6413 Fax: (07) 4031 1740

CANBERRA
 Tel: (02) 6249 7777 Fax: (02) 6248 0360

DARWIN
 Tel: (08) 8981 5365 Fax: (08) 8981 3261

FREMANTLE
 Tel: (08) 9430 8091 Fax: (08) 9430 8119

MILDURA
 Tel: (03) 5023 1288 Fax: (03) 5023 8488

MORPHETT VALE
 Tel: (08) 8186 7220 Fax: (08) 8384 8530

MULGRAVE
 Tel: (03) 9562 5448 Fax: (03) 9545 0745

PARRAMATTA
 Tel: (02) 9635 1440 Fax: (02) 9635 1660

PORT ADELAIDE COMMERCIAL
 Tel: (08) 8447 3777 Fax: (08) 8341 1632

PORT ADELAIDE INDUSTRIAL
 Tel: (08) 8341 1099 Fax: (08) 8341 1632

SALISBURY
 Tel: (08) 8281 3483 Fax: (08) 8250 8340

SOUTH MELBOURNE
 Tel: (03) 9685 4444 Fax: (03) 9699 9499

SUNSHINE
 Tel: (03) 9364 9243 Fax: (03) 9364 8983

SYDNEY
 Tel: (02) 9251 4888 Fax: (02) 9251 8777

TOWNSVILLE
 Tel: (07) 4772 3355 Fax: (07) 4721 5145

WEST PERTH
 Tel: (08) 9321 4104 Fax: (08) 9321 4917

TEMPORARY TO COMPLETE

Branch worked for:

Temporary Code No:

Temporary Certification

- I have worked the stated hours
- I have not sustained any injuries during the above shift
- I have sustained an injury during the above shift and I have reported this to my supervisor

I have not accepted a position, permanent or temporary, and will not do so with any Westaff client without informing Westaff beforehand. I am aware that my hourly rate includes a loading for holiday and sick pay, and that I am only paid for actual hours worked.

Temporary's Signature:

.....

NOTE: Remuneration will not be paid without a time sheet signed by both you and the client.

Client Authorisation

* Please sign this form to verify that the hours stated are correct and the work performed in a satisfactory manner. We/I have read and agree to the terms and conditions hereon and on THE REVERSE SIDE hereof. I realise that the temporary named on this time sheet is a valued temporary of Westaff and that in the event of the temporary being offered a position in this company/department, within a 12 month period (unless otherwise specified under special terms & conditions) of the last day of the temporary assignment with us, we are liable to pay a permanent placement fee at the current rate to Westaff.

Client's Signature:

.....

Name:

Position:

WESTAFF TERMS OF BUSINESS – TEMPORARY STAFF FOR THE CLIENT

Agreement to Fill Position

The Client hereby appoints Westaff to undertake the recruitment, selection and assessment of candidates for the Position to be Filled. This assignment is exclusive to Westaff for the Period of Assignment. Direct costs will be incurred by Westaff in consultation with the Client and the Client must pay Westaff the Direct Costs as invoiced. The Client must pay Westaff the Contract Fee for placement if the Position is to be Filled and any other applicable fees.

The Client acknowledges that Westaff will take all due care in the selection of candidates using proven methods as agreed with the Client including interviewing, reference checking, testing, sighting of licences/tickets/qualifications, health assessments and police checks. The Client accepts full responsibility to ensure the candidate is suitable for the position. Although every care is taken by Westaff in undertaking reference checks and verifying candidate information, Westaff does not guarantee references or candidate information and is not liable for any loss caused to the Client if that information is not correct or is misleading.

Fees to be Charged

Whether or not these Terms of Business are signed by the Client, the act of the Client seeing any of the candidates referred by Westaff constitutes acceptance of these Terms of Business by the Client and fees under the Terms of Business are payable by the Client.

Direct Costs will be invoiced by Westaff within 7 days of being incurred. The Client must notify Westaff immediately upon the candidate being offered and accepting placement in the Position to be Filled. Westaff will invoice the Client for fees connected with the placement upon appointment of the candidate in the Position to be Filled together with all outstanding Direct Costs.

All invoices are payable within fourteen (14) days of issue. Westaff reserves the right to charge interest on all overdue amounts at the banker's overdraft rate current from the date the invoiced amount becomes overdue until the account is paid in full. Westaff reserves the right to at any time without notice terminate any credit arrangement with the Client and to withdraw Westaff placements from the Client. The Client agrees to pay any debt collection costs, recovery costs or legal expenses (on a full indemnity basis) Westaff incurs in taking action to collect any outstanding amount after it becomes due and payable. The Client acknowledges that any placement by Westaff is dependent on the assessment and approval of the Client's application for credit. Where staff have been placed prior to a credit assessment, Westaff reserves the right to withdraw the placement if credit is not approved.

If the specification for the Position to be Filled is altered, the assignment withdrawn from Westaff after an advertisement has been placed, or any alternative strategy adopted to fill the position internally or externally, the Client will pay the Direct Costs incurred by Westaff and an administration fee, which the Client agrees is equal to and no less than one third of the applicable Contract Fee.

Permanent Placement

If a Temporary candidate is placed in a Permanent Position the Client must pay Westaff the Permanent Placement Contract Fee, which is calculated, at ____% (Client & Consultant to initial agreed percentage rate) of the Annual Salary Package. The Annual Salary Package includes allowances, superannuation and guaranteed bonuses and commissions that may be offered. For the purpose of calculating the Annual Salary Package a fully maintained company vehicle will be valued at \$15,000.

Contract Placement

If a Contractor is placed in the Position to be Filled, the Client must pay Westaff the Contractor's Contract Fee. If the initial placement is made by Westaff with a candidate referred by the Client or the Client requires the Contractor for a further fixed period beyond the period of the initial contract, the Client must pay Westaff the Placement Fee. If after the initial contract the Client requires the Contractor on a month-to-month basis, the Client must pay Westaff the Monthly Extension Fee.

Temporary Staff

If a Temporary is placed in the Position to be Filled, the Client must pay Westaff the Temporary Contract Fee. If the Temporary is employed by the Client or transferred to the Client's payroll in any capacity within 12 months (unless otherwise specified in special terms & conditions) of their commencing with the Client, the Client will pay Westaff a temporary placement fee which is calculated as the Temporary Placement Percentage of the gross base salary/wages of the new position (excluding allowances, overtime, superannuation, car allowances and other benefits).

The Client agrees that the minimum period of hire for a Temporary is four (4) hours or otherwise as defined by the relevant Award or Agreement applicable to the work being performed. Even if the Temporary works less than the minimum period of hire, the Client agrees to pay Westaff the Contract Fee based on the minimum period of hire. In the event that work must be discontinued due to inclement weather or safety issues, the Client agrees to pay Westaff the Contract Fee calculated by reference to the minimum payment provided for in the relevant Award or Agreement. If an assignment is cancelled by the Client on short notice for any reason and Westaff is unable to prevent the Temporary from reporting for work, the Client agrees to pay Westaff the Contract Fee based on the minimum payment applicable for the cancelled assignment. The Client agrees to pay Westaff the costs of paying to the Temporary all allowances (i.e., travel, tool, site, dirt, height, meal, etc) in accordance with the relevant Award or Agreement and providing all other relevant statutory obligations. The Client agrees to pay Westaff the cost of paying overtime worked by a Temporary and any applicable penalty rates of pay at the overtime/penalty rates required by the relevant Award, Agreement or legislation. No overtime charges will be made by Westaff where all-inclusive fees are set out in the Rates Schedule. All rates specified in the Rates Schedule and other costs relating to placement, such as allowances and overtime, incur GST. During the assignment period, any increases in statutory or award rates (i.e. pay rates, superannuation etc.) will be passed on to the Client and included in the new rate. Notification will be provided prior to any rate change.

In relation to the Temporary, Westaff will:

- pay all wages, income tax deductions, payroll tax, occupational superannuation guarantee payments, workers compensation insurance;
- provide all other administrative overheads such as payslips, PAYG payment summaries, workers compensation claims, etc;
- pay all rates and charges inclusive of public liability insurance, Personal Indemnity insurance and workers compensation insurance.

The Client will:

- sign and authorise the fully completed Westaff timesheet for all hours worked by the Temporary, which will be the basis for calculating the Temporary Contract Fee;

- pay the temporary Contract Fee calculated by Westaff based on the signed timesheet and invoiced by Westaff;
- not seek to alter the Client's relationship with the Temporary, except as permitted by these Terms of Business;
- make all bookings and orders for a Westaff Temporary through a Westaff office of Westaff Consultants/Representatives;
- not directly contact the Westaff Temporary to discuss or negotiate the Temporary Contract or any permanent employment of the Temporary and agrees such contact will only be initiated through Westaff.

The Client acknowledges that it has a responsibility for the safety of the Temporary and must:

- Comply with all relevant legislation governing work practices and occupational health and safety in the workplace, including any applicable codes of practice, guides and standards (i.e., Industry Standards, Australian Standards);
- Do everything practicable to identify and eliminate or minimise hazards and control risks to health and safety;
- Provide necessary information and training required to ensure the health and safety of the Temporary including:-
 - Appropriate site-specific inductions on OH&S requirements prior to the Temporary commencing work;
 - Work instructions applicable to the job and the workplace;
 - On-going supervision and training to the Temporary relevant to the workplace/job being taken;
- Ensure correct personal protective equipment is provided to and used by the Temporary;
- Not entrust any inexperienced, unlicensed or unqualified Temporary with unattended premises, cash, negotiable instruments or other valuables, nor shall the Client authorise any inexperienced, unlicensed or unqualified Temporary to operate any machinery, vehicle or other mechanised equipment;
- Not engage a Temporary to perform any duties outside of the job description including the use of motor vehicles or any mechanised instruments without prior written consent from Westaff;
- Not advance any monies to a Temporary without prior written consent from Westaff;
- Not permit an unqualified or inexperienced Temporary to approve plans, specifications, designs, maps or render any opinions without Westaff's prior written consent;
- Not allow a Temporary to carry, use or discharge any firearms or other deadly weapons without Westaff's prior written consent;
- Contact Westaff immediately it becomes aware of any performance management issue(s) or EEO claims or investigations, or any other matter that requires discussion with Westaff temporary employees. Westaff reserves the right to unilaterally conduct any and all discussions with its Temporary Employees.

The Client acknowledges that the insurance that Westaff furnishes does not cover design defects or product liability or physical damage to the Client's vehicles (whether owned or rented) while being operated by a Westaff Temporary or bodily injury or property damage including cargo, fire, theft, or collision/third party property claims. The Client fully acknowledges and accepts that it bears the risk of any such loss, damage or injury. Accordingly the Client agrees it must provide its own insurance to cover these risks at its own cost.

The Client acknowledges that Westaff also has responsibilities to ensure the health and safety of the Temporary, and by doing so, agrees to:

- Allow Westaff management representative(s) access to workplaces where a Westaff Temporary is or will be working for the purpose of workplace assessments, incident investigations involving the Temporary, monitoring progress and providing training/information to the Temporary;
- Immediately notify the local Westaff branch of any:
 - Dangerous occurrences, accidents or incidents including death, injuries (requiring first aid, medical treatment, time off work), equipment damage, near misses where a Temporary is involved;
 - Changes to the ordered job description of a placed Temporary before the change occurs;
 - Significant changes to the workplace, systems of work, plant/equipment/materials/substances which could affect the OH&S risk faced by a Temporary;
- Provide Westaff copies of workplace OH&S policies and procedures relevant to the job of a Temporary, when requested.

The Client acknowledges that Westaff are not performing the services required of its employees or independent contractors; but are instead the supplier of its employees and independent contractors, at the client's request, to perform the work that it has requested. From the time that our employees or independent contractors report to the client for their duties they are under the care, control and supervision of the client for the duration of the assignment.

In these circumstances, the client agrees Westaff will not be liable to the client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by Westaff's negligence or the negligence of one of its workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under the conditions of this assignment.

Replacement Guarantee

Temporary

All candidates placed in a Temporary Position to be Filled are covered by an eight (8) hour guarantee. For a guarantee to apply Westaff must be advised within 8 hours of the commencement time on the first day of work if the Temporary is unsuitable. Westaff will provide a replacement candidate for that same position and no charges will be made for the time already worked.

Temp to Perm

Generally no replacement guarantee applies where temporary candidates have been placed in a permanent position following a three (3) month assignment. Where the temporary is placed in a permanent position within a three (3) month period a replacement guarantee may apply upon negotiation providing that payment for the temp to perm fee is received within fourteen (14) days of the invoice date.

General Conditions

Candidate information is confidential and subject to obligations under the Privacy Act 1988 (Cth). In addition to treating all information provided by Westaff to the Client in accordance with these obligations, the Client must not refer a candidate to another employer. Only Westaff can make such a referral. If, in breach of this term, a Client refers a Candidate (either directly or indirectly) to another employer resulting in a placement, the Client must pay all fees applicable to this type of placement.

These Terms of Business are to be read in conjunction with the Terms of Business detailed in the Credit Application. The Client agrees to be bound by these Terms of Business.