



## TERMS OF BUSINESS

### Temporary Staff

#### General Conditions for Supplying Temporary Staff

- 1 If you order temporary staff for a particular task or service from TIS Engineering (WA) Pty Ltd T/A TIS Recruitment (TIS), we will understand that you have accepted our Terms of Business.
- 2 TIS will use its best endeavours to provide the appropriate staff to fulfil the specified service and agree that staff supplies are a full time employees of TIS under your direction, control and supervision.
- 3 TIS will supply its temporary staff in a fashion that is as timely to your needs as is reasonably practical.
- 4 TIS may replace the assigned temporary staff from time to time with other staff that are suitably qualified. TIS will endeavour to provide notice of such replacement where practicable.
- 5 When you place an order you accept our current rate for the relevant service. You agree to pay this fee for each hour worked by each member of temporary staff supplied to you. An authorised member of your staff will be required to validate TIS temporary staff timesheets. Validation indicates satisfaction with the work completed and accepts responsibility for payment to our terms.
- 6 If you should cancel an order too late for us to prevent TIS staff from arriving on-site then you are liable for a four hour service charge for each cancelled staff member.
- 7 If you change the duties or tasks carried out by TIS staff, you must advise us so that we can ensure that the selected TIS staff have the appropriate skills. We reserve the right to change the paid hourly rate of temporary staff to one appropriate to the nominated skill requirement and to adjust our charge rate proportionately.

#### Payment Terms

- 8 Unless otherwise agreed, TIS will invoice you weekly. As our invoices are for the payment of temporary staff wages, our trading terms are payment on receipt of invoice. In accordance with Government Policy, services provided shall carry a Goods and Services Tax (GST) at the prevailing rate.
- 9 TIS reserves the right to charge market rate interest on overdue accounts.

#### Performance Guarantee

- 10 We guarantee that TIS staff will perform services to a satisfactory standard, provided TIS staff has received appropriate instruction and supervision from you. If you are dissatisfied with the standard of work on the first day of the assignment then, providing you notify us on that same day, there will be no charge for that work.

#### Customer Satisfaction

- 11 If you are not satisfied with the standard of service, behaviour or work carried out by TIS staff then you should advise TIS as soon as is practical.
- 12 Direct communication with TIS staff in regards to performance or behaviour issues at site should ensue only if:
  - The issue in question is of a life threatening or other serious nature.
  - TIS is immediately notified with full details.

- 13 By agreeing to our terms, you agree that only TIS staff may direct TIS staff to cease work, be removed from the workplace or have their employment terminated.

#### Industrial Relations and Employment

- 14 TIS must comply with any legal requirements and the conditions of employment that have been agreed with TIS staff including Enterprise agreements and AWA's. This includes our obligation to ensure the health and safety of our employees while in your workplace, but does not exclude your obligations.
- 15 TIS will be responsible for all wages and remuneration payable in respect of and including associated statutory employment costs of payroll tax and superannuation payments. Should you make representation that your organisation is not liable for costs of Payroll Tax under specific State provisions, then TIS shall require your confirmation in writing. You shall indemnify TIS and its officers against any claim that may later arise as a result of TIS' reliance on your written representation.
- 16 You must not do anything that may cause us to be in breach of any employment conditions. TIS will supply evidence of our statutory compliance (where it is available) within 7 days after receipt of a written request.
- 17 You must inform TIS of any awards or agreements applicable to the site where TIS staff are to perform services. You agree that should there be any change in the nominated rates of pay applicable to TIS staff then you shall agree to pay the amounts due to TIS employees from the applicable date and the proportional change in margin due to TIS and to indemnify TIS against any claims made by or on behalf of TIS' staff that may result from such change.
- 18 We reserve the right to increase rates from the effective date where changes to statutory on-costs or award provision apply. With your agreement we will review the salaries of TIS temporary staff who have provided more than 12 months continuous service to you.
- 19 In the event of industrial action or a dispute that involves or affects TIS staff, you agree to assist us and do all things reasonably required to resolve the industrial action or dispute. This includes allowing TIS representatives access to our employees at your site, and to your staff where they may be relevant to the resolution of a dispute or a complaint.

#### Industrial Harmony

- 20 We will not employ staff illegally and we will pay according to industrial legislation and awards/agreements that apply to the services that TIS supplies to you.
- 21 We will not supply temporary staff to break picket lines.
- 22 We ask that you ensure that our staff are treated fairly, regardless of union affiliation.

#### Occupational Health and Safety

- 23 You must provide TIS temporary staff with a suitable and safe workplace that complies with the relevant occupational health and safety laws. You must also provide any supervision, instruction and training necessary to ensure that safe work is performed by TIS staff including any information and protective equipment relating to hazardous substances.
- 24 TIS will jointly agree on the provision of any training, equipment of workplace changes necessary for the safe performance of services.
- 25 You will notify TIS and any relevant authorities immediately of any work related incidents of injuries affecting TIS staff.
- 26 You acknowledge that we have mutual obligations in ensuring the health and safety of TIS staff. We will seek to visit your workplace from time to time to review safety arrangements for our staff. We may ask you for appropriate changes to help reduce the risk of accident in your workplace.
- 27 TIS encourages its staff to report any unsafe work conditions to their immediate supervisor. We ask that you assist us by notifying us of safety incidents affecting our staff, implementing safe work practices and through participating in the rehabilitation of injured workers.

#### Confidentiality

- 28 All TIS employees are required to treat your Company information as confidential and have signed an agreement to that effect.
- 29 You retain the rights to any intellectual property acquired during or as a result of TIS' supply of services to your company.

#### Insurances

- 30 TIS will maintain all relevant insurance policies in relation to TIS and its staff.
- 31 TIS will provide you with evidence of Insurance within 14 days of a request.
- 32 The policies are subject to exclusions and deductibles and may not cover or be available to you in part or at all. You must not cause TIS to be in breach of the conditions of any insurance through act or omission on your part.
- 33 You will hold and maintain public liability insurance for a sum of not less than \$10 million.
- 34 Any vehicle operated by TIS staff must include third party and comprehensive vehicle insurance.

#### Liabilities and Indemnities

- 35 TIS is not liable on any legal or equitable basis, including negligence, for any acts or omissions of TIS staff while they are:
  - (a) Performing professional, scientific, engineering, technical or similar services
  - (b) In workplaces which are unattended or have inadequate or inappropriate internal controls or safeguards
  - (c) Handling cash, negotiable instruments, valuables, merchandise or any other property or value
  - (d) Operating, and referred by us, as independent operating contractors and
  - (e) Assigned to payroll activities.
- 36 Subject to TIS performing its obligations under this agreement, you receive TIS temporary staff at your sole risk and release TIS and its employees from, and indemnify them against, any claim or liability for the loss or damage to property owned, operated or leased by you and property that is in your custody, care or control, including motor vehicles, trucks and their contents.
- 37 By accepting this agreement, you indemnify TIS against any claim, cost, liability, damage or loss suffered or incurred as a result of:
  - (a) A breach of this agreement by you without limitation including any termination of employment of TIS staff while on assignment;
  - (b) Any act of omission on your part, your employees or agents, including without limitations, any payment of money or conferral of benefit by you to TIS without TIS' written authority;
  - (c) TIS having taken (or being deemed to have taken) a transmission of your business; and
  - (d) Contaminants, pollutants and hazardous substances.
- 38 TIS will indemnify and hold harmless you and your employees against any liability in relation to any claim made by a TIS employee against you arising from an injury to a TIS employee while working for you provided that:
  - You give notice in writing as soon as possible after you become aware of any claim or any occurrence that would give rise to a claim;
  - TIS shall be entitled to take over and conduct the defence or settlement of any claims as TIS deems expedient;
  - You must use best endeavours to preserve any item that may prove necessary or useful by way of evidence in connection with any claim;
  - You must give all information and assistance as TIS requires in the prosecution defence or settlement of any claims; and
  - TIS will have full discretion in the conduct of any proceedings in connection with any claim.The above indemnity in no way abrogates you from the responsibilities that you have to provide a safe workplace for TIS employees as required by occupational health and safety law.

#### Hiring a TIS Employee

- 39 TIS invests in the selection and training of its staff and values them highly. Should you wish to hire one of our employees on a full time basis, a placement fee must be determined with TIS prior to the offer of employment being made to our employee. The placement fee will be based on our full time placement structure.
- 40 A placement fee is payable should you choose to employ a TIS staff member while on-site or within a six month period of having completed an assignment for you or a company associated with your business.

#### Independent Contractors

- 41 It is recognised that from time to time you may choose to employ an independent contractor through TIS. Independent Contractors are not employees of TIS and are hired by you under a specific contract for services. Copies of this contract are available from your TIS representative.

#### Client Obligations

- 42 The client acknowledges that we are not performing the services required of our employees or independent contractors; but are instead the supplier of our 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 we will not be liable to the client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment.