

## 1. DEFINITIONS

- a) "Staff" shall mean temporary or casual employees of OzStaff as the context requires.
- b) "Order" shall mean a written or informal order requesting the provision of Staff in the form prescribed by OzStaff from time to time, accompanied by a specification formally or informally.
- c) "GST" shall mean Goods and Services Tax, as defined in the Goods and Services Tax Act 1999
- d) "Service" means the services to be performed by Staff as specified in the Order.
- e) "Ozstaff" , "us", "we " or "our" shall mean Ozstaff Holdings Pty Ltd (ABN: 27 603 140 834)
- f) "Client", "you" or "your" means the employing party identified in the Order.
- g) "Agreement" shall mean these Terms of Business for temporary and casual staff.

## 2. GENERAL CONDITIONS

- a) When you place an Order for Staff with OzStaff Holdings Pty Ltd (OzStaff) it will mean that you have accepted our Terms of Business.
- b) OzStaff will use its best endeavours to provide appropriate Staff to fulfil the specifications in the Order.
- c) You agree that Staff supplied are employees of OzStaff but you are responsible for the supervision and control of the Staff during the term of employment with you including, but not limited to, the provision of training in and compliance with your policies and procedures.
- d) OzStaff will supply its Staff to suit your needs as soon as it is reasonably practical.
- e) OzStaff may replace the assigned Staff from time to time with other Staff that are suitably qualified and give you notice of such substitution wherever practicable. When you place an Order it will be for a minimum of 4 hours of work each day and you must comply with any minimum engagement periods as notified by OzStaff. You agree to pay our current rate for the relevant service, as specified by us, and in accordance with clause 3. You agree to inform OzStaff in writing of reasonable operational changes that may impact our Service to your business.
- f) You agree to inform OzStaff in writing of any unsatisfactory performance of the Staff, in accordance with this Agreement, in a timely manner.
- g) You agree to allow OzStaff to rectify any unsatisfactory performance issues in a reasonable and agreed timeframe.
- h) You must not change the hours or location of work, or the duties or tasks carried out by the Staff, without first seeking our consent, which may result in a variation to the applicable Fees.

## 3. PRICE AND PAYMENT TERMS

- a) Prior to receiving an Order from you, we will confirm the applicable fees and/or hourly charge rates (the **Fees**), in a document titled "Rate Schedule" for sign off. A reference will be made on the Rates Schedule to these Terms of Business.
- b) The hourly charge rates and relevant allowances are based upon pay rates derived from the appropriate award or as otherwise agreed with you in writing. The rates are inclusive of applicable work cover, superannuation, public liability insurance and payroll tax. All rates quoted are exclusive of GST.
- c) Any ancillary services requested will be subject to a separate fee for service.

## TERMS & CONDITIONS FOR SUPPLYING TEMPORARY & CASUAL (FLEXTIME) LABOUR

OzStaff Holdings Pty Ltd  
ABN: 27 603 140 834

**Head Office**

21 Hall Street

Port Melbourne

Victoria 3207

Phone: 1300 OZSTAFF

Email: [info@ozstaff.com](mailto:info@ozstaff.com)

[www.ozstaff.com](http://www.ozstaff.com)

- d) OzStaff may vary the Fees at any time without notice in order to account for any changes to awards, agreements or rates of pay set by the Fair Work Commission and any changes to insurance premiums and/or statutory requirements.
- e) An authorised member of your staff must validate time-sheets for the Staff, which you must submit to us on a weekly basis. Validation of a time-sheet will mean that you accept responsibility for payment of the Fees in relation to the relevant Staff.
- f) OzStaff will invoice you on a weekly basis. Failure to submit or validate the time-sheets does not alter or relieve your liability to pay the Fees as set out in each invoice.
- g) All invoices will include GST.
- h) Our trading terms will require payment within the credit terms and credit limit granted, following your application for credit (if any). Where no credit terms have been granted, each invoice must be paid within 7 days of the date of the invoice.
- i) OzStaff may be compelled, with prior notice, to charge the ATO penalty interest rate on overdue accounts immediately after the credit term granted is exceeded and apply debt recovery costs if incurred, at upto 14% of the value of recovery claim. Labour Hire Licensing laws have penalties for non-compliance. Weekly Wages, SGC, Payroll Tax, Workers compensation have to be paid in time for compliance. Any costs, penalties, damages or otherwise associated with unpaid Invoices will be charged along with related administration costs.

#### 4. PERFORMANCE ASSURANCE

- a) OzStaff will ensure that the Staff will perform their relevant services to a satisfactory standard, provided that they receive appropriate instruction and supervision from you. Should you be dissatisfied with the standard of work on the first day of the assignment and provided you notify us within 4 hours of the start time on the same day there will be no charge for those 4 hours.
- b) You must advise Ozstaff as soon as practical if you are dissatisfied with the work, service performance or behaviour of its Staff.

#### 5. INDUSTRIAL RELATIONS AND EMPLOYMENT

- a) OzStaff must comply with any legal requirement and conditions of employment that have been agreed with OzStaff employees including Enterprise Bargaining Agreements (EBAs) and Modern Awards.
- b) This compliance extends to the health and safety of our Staff while at your workplace notwithstanding your own obligations under clause 7. You must not do anything that may cause OzStaff to be in breach of any employment conditions and/or statutory obligations in respect of the Staff.
- c) Ozstaff will supply evidence of statutory compliance (where it is available) within 7 days after receipt of a written request from you.
- d) All rates and conditions are subject to change without notice when affected by an increase in the award or Agreement conditions or statutory on-costs.
- e) You must inform OzStaff of any awards or agreements applicable at the workplace where Staff are assigned. You agree that if there is a change to the nominated pay rates for Staff you will retrospectively pay the amounts due plus the proportional margin to OzStaff.

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- f) OzStaff reserves the right to increase charge rates retrospectively to the date of any revised award provisions and statutory on costs.
- g) In the event of any industrial action or dispute involving or affecting Staff you agree to allow us access to the Staff (and your employees, when they are relevant to the action or dispute) so that we may assist in the resolution of such action or dispute.
- h) We will not employ Staff illegally.

## 6. CONFIDENTIALITY AND NON-SOLICITATION

- a) The Staff are required to treat your workplace information confidentially and have executed an agreement with us to that effect.
- b) You retain the rights to any intellectual property acquired during or as a result of OzStaff's supply of Services to your workplace, unless otherwise agreed.
- c) You will keep all OzStaff documentation received during the course of business confidential for a period of five years from the date of such documentation.
- d) You will not, during the Non-Solicitation Period, directly or indirectly, solicit or entice any Staff to your own payroll or the payroll of another entity, either directly or as a contractor, in respect of the same or similar services provided under the Order without written agreement from OzStaff. For the purposes of this clause, **Non-Solicitation Period** means during the Agreement and for a period of 12 (twelve) months from expiration of these Terms of Business.
- e) You will not directly or indirectly, for a period of 24 months engage similar or like services through a former employee of Ozstaff without our written consent.
- f) Should you wish to hire any Staff directly either on a full or part time basis during the Non-Solicitation Period, a Contract buy out fee will be applicable.
- g) Contract buy-out, transfer fees and/or appointment fees are calculated in accordance with the applicable rates schedule. In the absence of a rate schedule, Contract buy-out, transfer fees and/or appointment fees of up to 17% based on calculated annual salary (based on weekly wages), plus super will apply.
- h) Contract buy out fees do not apply to candidates transitioned/transferred to another supplier of like or similar services.
- i) Either directly or indirectly, if OzStaff personnel are transitioned/transferred to another supplier during the Agreement and for a period of 12 (twelve) months from expiration or termination of this Agreement, Fees of up to 17% based on calculated annual salary (based on weekly wages), plus super will apply.

## 7. OCCUPATIONAL HEALTH AND SAFETY

- a) You must provide the Staff with a safe workplace that complies with relevant OH&S legislation.
- b) You must also provide all necessary supervision, instruction, training and protective equipment necessary to ensure that safe work is performed by the Staff.
- c) You will immediately notify OzStaff and any relevant authorities of any work related accidents, incidents or injuries affecting any Staff.
- d) You acknowledge that we have mutual OH&S obligations with respect to the Staff and you must at all time comply with any relevant OH&S laws.
- e) You agree to allow Ozstaff access to your workplace from time to time to review safety arrangements for the Staff.
- f) You will not ask any Staff to perform any role that they are un-licensed or un-qualified to deliver.

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- g) You agree to provide all relevant personal protective equipment (PPE) to Staff engaged at your site. Where Ozstaff are required to supply PPE to Staff working at your site, you agree to reimburse costs

## 8. INSURANCES

- a) OzStaff will maintain the following insurances for all Staff:
- b) Workers Compensation as required by law.
- c) Professional indemnity.
- d) Public Liability for at least \$10 million.
- e) OzStaff will provide you with evidence of insurance within 24 hours of a written application.
- f) You are responsible for ensuring that any Staff performing services on your premises are adequately covered by its insurance policies held by you.
- g) Any vehicle/plant or equipment owned or leased by you and operated by any Staff must have comprehensive insurance cover.

## 9. LIABILITIES AND INDEMNITIES

- a) By accepting this agreement, you indemnify Ozstaff against all expenses, losses, damages, liabilities and costs that OzStaff may suffer, incur or sustain as a result of:
- b) failure to pay Fees by the due date;
- c) any breach of occupational health and safety laws by you including, but not limited to, incidents involving contaminants, pollutants and hazardous substances.
- d) any negligent or fraudulent acts or omissions or breaches by you.
- e) a breach of this agreement by you without limitation including any termination of Staff while on assignment.
- f) To the maximum extent permitted by law, OzStaff excludes all liability. OzStaff's liability under this Agreement arising from any loss or damage is limited, at the discretion of OzStaff, to:
- g) the re-supply of the relevant Services; or
- h) the payment of the cost of having the relevant Services re-supplied.

## 10. TERMINATION OF SERVICES

- a) Both parties agree to provide 90 days written notice before termination of services under these terms and conditions.
- b) Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this agreement.
- c) Payment of all monies outstanding for services delivered become payable on the last day Services are rendered.
- d) Any reasonable costs incurred by us in transitioning or deploying Staff may (at our sole discretion) be recoverable against you, unless otherwise agreed in writing.

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## Ozstaff Holdings Pty Ltd (OzStaff) - Privacy Policy

Ozstaff Holdings Pty Ltd (Or OzStaff or "We") is committed to protecting the privacy of the personal information we collect from you as you use our Web sites (the "Site"). The scope of our commitment is detailed in this Privacy Policy. By submitting information, you agree to OzStaff using such information as described herein.

### What personal information will be collected?

OzStaff collects personal information in certain areas of the Site when users register, apply for employment or respond to e-mails. The personal information collected may include current and past employment details, qualifications, titles, mailing addresses, e-mail addresses, and telephone and fax numbers.

### How may my personal information be used?

OzStaff uses your personal information to analyse and process job opportunities on your behalf. The e-mail addresses provided at registration allow us to communicate with you in respect of job opportunities based on the areas of interest indicated in your application for employment.

We may also use your personal information to send you direct marketing about our products or services, deals and promotions; conducting customer surveys; managing our relationship with you and monitoring how you interact with us on our Site or other contact points

### Is my personal information disclosed to third parties?

OzStaff will not intentionally disclose (and will take reasonable steps to prevent the accidental disclosure of) your personal information to any third party (i.e. persons or entities that are not affiliates of OzStaff), subject to the following exceptions.

We may disclose your personal information to third parties as required or permitted by the laws, rules, and regulations of any nation, state, or other applicable jurisdiction. Also we may disclose your personal information to third parties that deliver information from us to you for the purpose of performing such delivery. We may disclose your personal information if, in connection with submitting the information, you consent to such disclosure.

### How can I access, change, and/or delete my personal information?

You may access, correct, update, and/or delete any personal information that you submitted to the Site. You may also unsubscribe from mailing lists or any registrations on the Site. To do so, please send an email to [info@ozstaff.com](mailto:info@ozstaff.com) or call our office directly.

### Changes to our Privacy & Credit Reporting Policy

We may need to change this privacy policy from time to time. When we do amend it, the changes will be effective immediately upon being made public on our Site. We will use reasonable measures to notify you of any relevant changes to this privacy policy, but please be aware that it is your responsibility to review our privacy policy regularly and make sure you keep up to date with any changes.

### Security Levels

OzStaff has implemented generally accepted standards of technology and operational security to protect personal information from loss, misuse, alteration, or destruction. Only authorised OzStaff personnel and the employers to whom we have submitted your employment application are provided access to your personal information. All these parties are required to treat your information as confidential. Despite these precautions we cannot guarantee the security of your personal information.

**What do you consent to?** You consent to the collection, use, and storage of your information in the manner described in this Privacy Policy and elsewhere on the Site. We reserve the right to make changes to this Privacy Policy from time to time. Any such changes can be viewed on the Site.

### How to contact OzStaff?

If you have a question or want to make a complaint about how we handle your personal information, please contact us using the details below. We will review all queries and complaints received and will respond to each query/complaint upon due consideration (which may require further information from you). We will, where reasonably possible, take steps to investigate and resolve complaints within 30 days. If we need more time, we will notify you about the reasons for the delay and seek to agree a longer period with you (if you do not agree, we may not be able to resolve your complaint). If we cannot resolve a complaint related to your personal information, you may contact the Office of the Australian Information Commissioner directly

If you have any questions about our Privacy Policy, please email us at [privacy@ozstaff.com](mailto:privacy@ozstaff.com)

## OZSTAFF PRIVACY POLICY

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