
Maxum Consulting Pty Ltd and Client hiring Temporary/Contractor Employee

- 1** The following Terms and Conditions are between Maxum Consulting Pty Ltd (the Employment Agency – ACN 607478553) and the hirer (the Client) hiring the temporary employee (the Candidate).
- 2** These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment or use, whether under a contract of service or for services or under any agency, license franchise or partnership agreement) of a candidate introduced by the Employment Agency.
- 3** The Client agrees to pay the hourly fee as determined by Employment Agency, and advised at the time of the confirmation of agreement to employ (the Hourly Fee). The Client agrees to verify and sign the Employment Agency timesheets on a weekly basis. Signature of such timesheets by the Client constitutes:

- confirmation of the Terms and Conditions of Business;
- acceptance that the candidate services have been provided for the hours indicated on the timesheets; and
- that such services have been satisfactory.

Arrangements for the reimbursement of travelling, hotel or other expenses (agreed in advance between the candidate and the Client) are the responsibility of the Client.

- 4** The Employment Agency may review the Hourly Fee on any extension or subsequent assignment, and may further review and vary charges during any assignment subject to prior written agreement with the Client.
- 5** Charges are invoiced weekly and are payable within 7 days of the Employment Agency's invoice. Interest at the rate of 10% per annum may be added on all balances which are not paid by the due date.
- 6** The Employment Agency assumes responsibility for the payment of remuneration, deductions and payment of all statutory contributions in respect of PAYG tax, worker's compensation insurance, superannuation and payroll tax applicable to the candidate as required by law.
- 7** Where an engagement is subject to the provisions of legislation, an award or other industrial instrument (Industrial Instrument), the Employment Agency will take responsibility for the payment of annual leave and sick leave as required by the relevant Industrial Instrument.

Further, where a candidate works overtime or on a public holiday, the Client will be charged at penalty rates billed at the Hourly Fee multiplied by the greater of the penalty rate prescribed by the relevant Industrial Instrument or one and one-half. Where the candidate is entitled to a public holiday it will be charged to the Client.

- 8** Where the engagement of a candidate is subject to the provisions of an Industrial Instrument, the Client agrees to comply with the terms of such Industrial Instruments which apply to the engagement of the candidate.
- 9** Whilst every effort is made by the Employment Agency to provide the Client with candidate possessing reasonable standards of skills, integrity and reliability and further to provide them in accordance with booking details, no liability will be accepted by the Employment Agency (and the Client releases the Employment Agency from any claim) 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 booking or from the negligence, dishonesty, misconduct or lack of skill of the candidates provided.
- 10** The candidate provided by the Employment Agency is deemed at all times to be under the control and direction of the Client during the term of the engagement. The Client is solely responsible for providing candidates with such day-to-day guidance, assistance and other information as is necessary for the successful and timely completion of the assignment.
- 11** The Client agrees not to allocate the candidate to another employer's business without the prior written consent of the Employment Agency. The Client also agrees not to assign the candidate to duties beyond the scope of the job specification agreed between the Client and the Employment Agency.
- 12** Candidates assigned by the Employment Agency are not authorised to handle cash, negotiable instruments or other valuables without the prior written consent of the Employment Agency. In no circumstances are candidates authorised to transport cash, negotiable instruments or other valuables.
- 13** The Client will insure the candidate against all risks occasioned to third parties and their property and, without prejudice to the generality of the foregoing, to insure against all acts, errors, omissions, be they wilful, negligent or otherwise. The Client indemnifies and will keep indemnified the Employment Agency against all claims, costs and damages related to the vicarious liability of the Employment Agency in respect of the candidate.
- 14** The Client shall not require or permit candidates to have the ultimate decision making authority for any major policy decision relating to the Client's business. Candidates are not authorised to render an opinion on behalf of the Employment Agency or on the Client's behalf on financial statements, nor is the candidate authorised to sign the name of the Employment Agency or sign his or her own name on financial statements or tax returns.
- 15** The Employment Agency will not authorise a candidate to operate machinery (other than office machines) or automotive equipment, and the Client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while a candidate is driving the Client's vehicle, whether owned or rented.
- 16** The Employment Agency guarantees the Client's satisfaction with the candidate's services by extending to the Client a one-day (8 hours) guarantee period (the Guarantee Period). If, for any reason, the Client is dissatisfied with the candidate assigned to the Client, the Employment Agency will not charge for the first eight hours worked, provided that the Employment Agency replaces the candidate assigned. Unless the Client contacts the Employment Agency before the end of the first eight hours, the Client agrees that the candidate assigned is satisfactory and further agrees to the conditions of assignment. To the extent permitted by law, all other guarantees or warranties, express or implied, are hereby negated.
- 17** If the Client engages the candidate on a permanent, temporary or consulting basis within twelve months of the end of an engagement pursuant to these terms and conditions, the Client will pay a permanent fee or contract fee, as the case may be, to the Employment Agency in accordance with the Employment

Agency' normal Scale of Fees for Permanent Placements current at the time of the engagement. Should a permanent conversion take place the placement fee will be reduced as follows:

- 0 - 3 months worked: No discount
- 4 - 6 months worked: 75% of Permanent selection fee
- 7 - 9 months worked: 50% of Permanent selection fee
- 10 - 12 months worked: 25% of Permanent selection fee
- over 12 months worked: 15% of Permanent selection fee

No Guarantee Period is available for any permanent conversion made pursuant to this clause.

- 18** If the Client introduces the candidate or passes information relating to the candidate to a third party resulting in the temporary or permanent engagement of the candidate by a third party within twelve months of the end of the original engagement, the Client will pay a fee to the Employment Agency in accordance with its normal Scale of Fees for Permanent Placements applicable at the time of the engagement. Such engagement will not attract a Guarantee Period, or be subject to discount.
- 19** No variation can be made to these Terms without the written consent of a Director of the Employment Agency.
- 20** The consideration payable to Maxum Consulting Pty Ltd in respect of supplies made will be the sum of the price of those supplies plus any GST payable, in accordance with relevant GST legislation and regulations.

I accept these terms

Client Signature

Print Name

Title

Date

Company Name

ABN

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