Terms of Business for the supply of permanent and temporary employees

ROZANNA CO. PTY LTD
ABN 22 685 120 129
trading as Betta People

Background

You are asked to read and agree to this agreement (Agreement) prior to agreeing to engage Betta People candidates (Candidate/s). Betta People has validated our Candidates thoroughly and checked their work history, however it is your responsibility to confirm that the Candidates qualifications and experience match your requirements.

1. Job Creation

1.1 You agree to engage Candidates in accordance with this Agreement.

1.2 Each engagement of a Candidate will be a job (Job).

1.3 Your order of a Candidate/s is taken to mean that you accept this Agreement and the Fee Schedule for the Job.

1.4 Betta People is responsible for paying Candidates (where applicable):

- a. remuneration;
- b. payroll tax and other taxation required by the Australian Taxation Office;
- c. workers compensation payments; and
- d. superannuation guarantee charges.

1.5 Betta People may replace Candidates at their discretion. Wherever possible you will be informed of personnel changes in advance.

1.6 Orders placed for Candidates will incur a minimum 4-hour booking fee.

2. Fee Schedule

2.1 Betta People will provide you with an indicative fee schedule (Fee Schedule) based on the nature and location of work in the format set out in Schedule 1 to this Agreement.

2.2 Betta People may vary the Fee Schedule at any time without notice in the event of:

a. variations to any award or agreement or rate of pay set by Fair Work Australia (or other body) that are applicable to Candidates you engage on a Job; or

b. insurance premiums or any statutory changes, levies, taxes or other payments Betta People is lawfully required to make or for which Betta People may become liable in respect of providing Candidates under this Agreement.

2.3 You must pay to Betta People the fees from the Fee Schedule based on the number of hours or days agreed to have been worked by the Candidates in the Job. If you approve the timesheets for a Job, you are approving the hours worked and confirming that the work on the timesheet has been done to your satisfaction.

2.4 You must pay Betta People for any approve expenses incurred by the Candidate while performing the Job. You must not make any payments directly to the Candidate. Betta People will reimburse the Candidate for the provided original tax invoices are supplied and you have approved the expense claim.

3. Replacement guarantee

3.1 If you reasonably consider a Candidate to be unsuitable for a Job, Betta People will endeavour to find a replacement Candidate.

3.2 You will not be charged for the first four hours of the replacement Candidate's time provided:

- a. Betta People is notified within four hours of the Job commencing; and
- b. you have no amounts outstanding to Betta People; and
- c. the Job is for a minimum of seven hours duration.

This guarantee only applies up to the first two Candidates engaged for a Job.

3.3 Betta People reserves the right not to make the replacement in the event of employer misconduct which includes sustainable allegations of sexual harassment, discrimination, misrepresentation of the position, failure to provide safe working conditions, unfair dismissal or refusal of post-place support from a Betta People account manager.

4. Supervision and management of Candidates

4.1 Candidates are employed by Betta People but will perform services under your direction, control and supervision. You acknowledge the you have direct supervision and management of Candidates while they are carrying out a Job, the conditions under which the Job is performed, and the outcome of the Candidate's performance.

4.2 Management of performance issues is the responsibility of Betta People. You should only communicate directly with Candidates in relation to performance or behavioural issues if:

a. it is life threatening or of a serious nature; and

b. you immediately notify Betta People of the issue and your intention to communicate with the Candidate.

4.3 You agree not to discuss the fees in the Fee Schedule nor any associated information with Candidates.

4.4 You may not change the hours of work or location of work, the duties or the tasks carried out by Candidates which you specified in the assignment, unless you first advise us. We reserve the right to change the fees under the Fee Schedule where hours, duties or location have been changed.

5. Cancellation of a job/wet weather

5.1 If you want to cancel a Job prior to its scheduled start you must notify Betta People in reasonable time for the Candidate to be notified but no later than 2 hours before the start time or you will remain liable for the minimum 4-hour booking fee.

5.2 You must pay the fees under the Fee Schedule for all hours worked by the Candidate up to the time that the Candidate leaves the Job.

5.3 Only Betta People may direct Candidates to:

- a. discontinue work;
- b. be removed from the workplace; and
- c. have their Job terminated.

6. Insurance

6.1 Betta People will maintain the following insurance policies in relation to Betta People and our Candidates:

- a. Workers' Compensation as required by law; and
- b. Public Liability for at least $1 million.

6.2 You are responsible for ensuring that the Candidate is adequately covered by any insurance police held by you in respect of your business.

7. Occupational health and safety

7.1 You are responsible for meeting all your obligations under relevant Occupational Health and Safety (OHS) laws whilst the Candidate/s provides services to you at your premises. These obligations include, but are not limited to:

- a. ensuring that the work environment is safe. This includes being able to demonstrate that hazards have been identified and risks controlled in all plant and equipment, materials and substances, and any activities to be undertaken by Candidates;
- b. verifying that Candidates have the necessary skills, experience and, where required, licences, to perform the service safely;
- c. providing adequate induction, safety training and supervision to Candidates and ensuring that services are being conducted safely;
- d. informing Betta People and the Candidate if there are any changes to the workplace or the tasks to be performed and not transferring Candidates to any other role or service without first consulting with Betta People and ensuring that the Candidate has the knowledge, understanding and skills to perform the newly required task; and
- e. notifying Betta People and any relevant authorities immediately of any work-related incidents or injuries to Candidates and permitting Betta People to be involved in any subsequent incident or injury investigation.

7.2 You must not do anything that may cause us to be in breach of employment conditions agreed with Candidates, including enterprise agreements and awards.

8.Liability and indemnities

8.1 You agree that Betta People is a provider of Candidates assigned to work at your business and location under your direction. As such, Betta People has no responsibility for the means or methods used by Candidates to perform their work. Betta People is not liable on any legal or equitable basis, including in negligence, for any acts or omissions of Candidates other than as provided in clause 8.2.

8.2 Subject to clause 8.3, 8.4 and 8.5, Betta People indemnifies you against any claim, liability, cost, loss or damage suffered or incurred as a result of:

- a. a breach of this agreement by Betta People; or
- b. bodily injury, death, or property damage arising from the negligence of Betta People or Candidates occurring within the scope of the Job; except to the extent caused or contributed to by your own act or omissions or the acts or omissions of your employees. This will be your sole and exclusive remedy with respect to the acts, errors or omissions of Betta People or our Candidates.

8.3 You indemnify Betta People against any claim, liability, cost, loss or damage suffered or incurred as a result of any cause other than as provided in clause 8.2.

8.4 Not withstanding anything to the country in this Agreement, Betta People shall have no liability whatsoever to you, whether arising under or in connection with the contract or the performance or non-performance thereof or anything incidental thereto (and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (arising in respect of negligence, bailment or otherwise), or on any other basis in law or equity) for loss of use, production, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay or for any financing costs or increase in operating costs or for any special, indirect or consequential loss or damage.

8.5 Not withstanding anything to the contrary in this Agreement, the total aggregate liability of Betta People to you, whether arising under or in connection with the contract or the performance or non-performance thereof or anything incidental thereto (and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (arising in respect of negligence, bailment or otherwise), or on any other basis in law or equity) is limited to the relevant fees under the Fee Schedule.

9. Illegality and Force Majeure

9.1 If any provision or term of this Agreement or any part thereof becomes or is declared illegal, invalid or unenforceable for any reason whatsoever, such provisions, terms and parts will be deemed to be deleted from this Agreement provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties will negotiate in good faith to amend and modify the relevant provisions, terms and parts of this Agreement as may be necessary or desirable in the circumstances.

9.2 If we are prevent from or delayed in the performance of this Agreement by an act of God or by or in consequence of war, riot, civil commotion or military or usurped power by any strike, lock-out, stoppage, accident, fog or storm, we shall not thereby be liable to you for any breach of obligation under this Agreement and time for performance of our obligations, shall be extended accordingly.

10. Permanent Placements

10.1 A fee (Placement Fee) may be charged if you wish to hire a Candidate on a permanent basis. Refer to the Fee's Schedule for Permanent Placement fee's.

10.2 The replacement guarantee (clause 3) does not apply when a Candidate becomes a permanent employee.

11. Payment terms and GST

11.1 Invoices are issued weekly and are payable within 14 days of issued invoice.

11.2 Any invoiced sums remaining unpaid after 14 business days from the date of our reminder to you to pay will incur interest at a rate of 5% per annum.

11.3 Betta People reserves the right to not provide Candidates to you if any invoiced sum remains unpaid for more than 30 days.

11.4 All Fee Schedule are quoted exclusive of GST, which is payable at the prevailing rate in addition to the invoiced sum on the same date that the invoice is due.

12. Governing Law

The laws of the State of Queensland, Australia govern all matters arising out of or relating to this Agreement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction in Queensland, Australia, and each party to this Agreement submits to the jurisdiction of such courts.

13. Confidentiality

13.1 While Betta People employs measures to ensure Candidates adhere to current privacy laws and maintains confidentiality and non-disclosure of information for all our clients, the responsibility for protecting your confidential information and intellectual property lies solely with you. Betta People is not liable for any claim arising from or relating to your confidential information and intellectual property.

13.2 All information (written or verbal) regarding Candidates must be treated by you as confidential and must not be disclosed to any third party. If a Candidate subsequently gains employment as a result of any such disclosure to a third party, a placement fee will be due and payable by the client who received the initial introduction.