

# TEMPORARY TERMS OF BUSINESS

The Terms of Business as set out below are applicable and made between Angel Recruitment & Consultancy Group Pty Ltd (Angel Group) and the Client ("you").

## 1. You accept these Terms of Business

- 1.1 When you agree to engage Angel Group to provide a Temporary Worker to you for the term;
- 1.2 When you require Angel Group to provide a Temporary Worker to you, you shall notify Angel Group in writing, verbally or by signing these Terms of Business and/or by explaining, notifying and/or detailing your requirements;
- 1.3 Notwithstanding sub-clauses 1.1 and 1.2 above you shall be taken to have accepted these Terms of Business by your acceptance of a Temporary Worker from Angel Group.
- 1.4 You will adhere to and comply with the current Privacy Principles in accordance with the Privacy Act 1988 and will therefore ensure that all Temporary Worker's personal information is protected and will not be revealed to any other party without permission.

## 2. Fees

- 2.1 As the Client you will be required to pay to Angel Group an hourly rate and/or scale of charges advised at the time, as agreed to by the Client, you, and Angel Group together with any other agreed incidental charges.
- 2.2 Every Temporary position is evaluated on its own merit; Temporary employees are paid under the relevant award, however, rates will reflect the demand in the marketplace.
- 2.3 The hourly rate and/or scale of charges covers payment made to the Temporary Worker by Angel Group of wages and all statutory on costs, including annual leave, sick leave, superannuation, workers compensation, public liability and payroll tax as well as our service fee.
- 2.4 If overtime and penalty provisions apply under relevant awards, they will be charged to you. It is your responsibility to approve any overtime prior to the Temporary Worker carrying out the overtime.
- 2.5 You will also sign Angel Group's timesheets to verify the number of hours worked.
- 2.6 If you request a shortlist for a Temporary Worker and then engage in interviewing with the shortlist provided, a service fee of \$1,500.00 will apply additional to the hourly rate, regardless of the outcome or subsequent placement.
- 2.7 There are additional service fees applicable regardless of success of outcome that are required to be paid. These additional services are:

SERVICES	FEE (ex GST)
Medical Check	\$220
Police Check	\$220
Harrison Assessment	\$385

- 2.8 Notwithstanding sub clauses 2.1, 2.2, 2.3, hourly rates are subject to change in accordance with statutory legislation.
- 2.9 All fees quoted attract 10% GST.

## 3. Invoicing

- 3.1 Angel Group will submit invoices for charges and any other appropriate costs on a weekly basis. Invoices must be valid for GST purposes.
- 3.2 The minimum charge for the engagement of a temporary worker is 3 (three) hours.
- 3.3 The invoices are payable within seven (7) days of receiving an invoice.
- 3.4 Invoice not paid within 30 days will be subject to an interest charge accumulated daily at a rate of 4%

## 4. The Engagement of Temporary Workers

- 4.1 Every Angel Group Temporary Worker provided to you is under your responsibility from the time they report to you on their first day to take up their duties and job role and throughout the booking/assignment term. In this respect, you will be responsible for all acts, errors or omissions on the part of the Temporary Worker, whether willful, negligent or otherwise. You will indemnify any costs, claims and liabilities incurred by us arising from the Temporary Workers commencement

within your workplace and from the booking/assignment term apart from those matters specified in sub clause 2.3. Furthermore, you will also comply with all statutes, bylaws and legal requirements affecting the Temporary Worker whilst in your workplace and on assignment to which you are subject to and in respect of your own staff, as any Temporary worker you engage is part of your contingent workforce apart from those specified in sub-clause 2.3.

- 4.2 Neither Angel Group nor anyone acting on the behalf of Angel Group accepts any liability for loss, expense, damage or delay from our failure to provide a Temporary Worker for the whole or part of the booking/assignment.
- 4.3 You should inform us if you have any complaints regarding the conduct of the Temporary Worker provided or of any other circumstances which affect the Temporary Worker's ability to perform the assignment to your satisfaction.
- 4.4 If the service of the Temporary Worker proves to be unsatisfactory to you, we will cancel the charge for time worked by the Temporary Worker, providing they leave the assignment immediately and that you give us notice by telephone (followed by written confirmation sent on the same day) within eight (8) hours of the Temporary Worker commencing duties.
- 4.5 The Client and/or Angel Group can terminate the assignment immediately in the event of gross misconduct by the Temporary Worker.
- 4.6 The Client and/or Angel Group can terminate the assignment for any reason on giving 3 (three) hours notice.
- 4.7 All Clients have a duty of care and obligation to the Temporary Worker under the Occupational Health and Safety Act 2000 to "ensure that people are not exposed to risks to their health or safety arising from the conduct of the employer's undertaking while they are at the employer's place of work".
- 4.8 The Client agrees to notify Angel Group of any changes to the workplace or tasks to be performed by the Temporary Worker.
- 4.9 The client shall notify Angel Group of any injuries to the Temporary Worker and notify the relevant Authority of a serious injury.
- 4.10 The client agrees to hold Angel Group harmless from any penalty or cost issued against Angel Group due to negligence or breach of any statutory obligation by the client or the Temporary Worker whilst at the client's workplace or in the course of doing their job.
- 4.11 Angel Group, as the Temporary Worker's employer, has the right and responsibility to act in consultation with the Client and Temporary Worker on health and safety within the workplace.

## 5. Onward Referral

In the event you provide any information pertaining to a Temporary Worker that has been made available to you in the course of Angel Group providing their temporary recruitment services, to another party within your organisation which results in that other party engaging the Temporary Worker in any capacity within twelve (12) months of Angel Group providing the Temporary Worker to you, you will be liable to pay the fee to Angel Group as if you had employed the Temporary Worker on a permanent contract as set out in table 8.1.

## 6. Satisfaction Guarantee

If the performance of the Temporary Worker does not satisfy the requirements of the job description as given at the commencement of the assignment we are happy to source an alternative Temporary Worker and not charge for the first four (4) hours of the new placement.

## 7. Display Advertising

Any Client paid display advertising agreed to by the Client will be charged to you direct from Angel Group. All invoicing for Client paid advertising will be charged immediately after the expense has been incurred and is payable within 7 days of invoice.

## 8. Temporary to Permanent

- 8.1 If within the first 12 months of the end of the assignment, or at any stage of the assignment, you directly offer Permanent Work arrangement to any Temporary Worker or are directly involved with another person of your organisation offering a Permanent Work arrangement to any Temporary Worker, you will be liable to pay to Angel Group an amount in accordance with the Permanent Fee Schedule set out below.

TOTAL SALARY PACKAGE PER ANNUM	% FEE PAYABLE
< \$49,999	12
\$50,000 to \$89,999	15
> \$90,000	18

The Permanent Fee Schedule provides the amount payable by you to Angel Group calculated as a percentage of the total remuneration package.

If the Temporary Worker is employed or engaged by you during the agreed assignment term, the following discount to our Permanent Fee Structure will apply when the length of the assignment is:

TEMPORARY ASSIGNMENT DURATION	% DISCOUNT
0-26 weeks	0
27-52 weeks	50
> 52 weeks	100

- 8.2 Where you engage or employ a Temporary Worker on a part time basis, the fee payable will be calculated as follows:
  - 8.2.1 Where you employ or engage a Talent on a part-time basis for equal or less than 15 hours per week, 50% of the fee that would be payable if the Talent was employed on a full time basis is payable; or
  - 8.2.2 If the Talent is employed for greater than 15 hours per week, 100% of the fee that would have been payable if the Talent was employed on a full time basis is payable.

## 9. Sub-Contractors Statement

Angel Group must provide the client with a tax invoice (or as otherwise requested by client) a subcontractor's statement (timesheet) for the period covered by that tax invoice in accordance with:

- 9.1 Section 175B of the Workers Compensation Act 1987;
- 9.2 Part 5, Schedule 2 of the Payroll Tax Act 2007; and
- 9.3 Section 127 of the Industrial Relations Act 1996.

## 10. Confidentiality

Angel Group must not, and the client must ensure that the Temporary Worker does not:

- 10.1 Use any of the clients confidential information except as genuinely required for the purposes of this Agreement; or
- 10.2 Disclose any of the clients confidential information except:
  - (a) As required by Law (and only to the extent required);
  - (b) With the prior written consent from the client; or
  - (c) If the client cease to treat that information as confidential.

## 11. Intellectual Property

- 11.1 All rights, title and interest (including all Intellectual Property rights) in all services and deliverables provided by the Temporary Worker vest in the client upon their creation. Angel Group assigns that each of the Temporary Workers assign to the client, all existing rights, title and interest in any of the rights that vest in the client in accordance with this clause.
- 11.2 The client must obtain any necessary consents, waivers from the Temporary Worker that they require prior to commencement of any duties or partake of assignment/booking to ensure and



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protect the clients Intellectual Property.

## 12. Novation of Assignment

The Angel Group may assign or novate any of its rights and obligations under this Agreement to a related body corporate (as defined in the Corporations Act 2001) by giving the client written notice. The client agrees to sign any document reasonably requested by Angel Group to confirm or effect such assignment or novation, within 10 Business Days of receipt of any such document from the Angel Group.

## 13. Governing Law

This Agreement is governed by and is to be construed in accordance with the laws of NSW.

These Terms of Business are deemed to be the basis of our agreement in the provision of Temporary Workers.

The management at Angel Group Pty Ltd would like to thank you for the opportunity to demonstrate our services and we look forward to sharing a successful ongoing business relationship in the future.

As a duly authorised representative of the organisation stated below I hereby acknowledge that I have read and understood these Terms of Business.

Signed for and on behalf of (organisation):

ABN/ACN:

Name in Full- Authorised Representative:

Position within organisation:

Signature- Authorised Representative:

Date:

Witnessed Name in Full and Signature:

Date: