

**360HR CLIENT AUTHORISATION
ON-HIRE ASSIGNMENT SPECIFICATION**

This Assignment Specification is to be read in conjunction with the 360HR Client Service Agreement (On-Hire) which has been supplied to your organisation.

Go to www.360hr.com.au/customisedrecruitmentsolutions.php

• Client Name	
• Client ABN	
• Client Address (where our on-hired worker is to be located)	
• Contact Name	
• Contact Title	
• Attention invoices to:	
• Address for invoices if different from above:	
• 360HR On-Hired Worker Name	
• Job Description	
• Hourly charge rate	+ GST
• Inclusions	
• Timesheet approved by	
• Commencement Date	
• Length of Assignment	
• Payment Terms	7 days from date of invoice
• Expenses	Reimbursement to include service fee of%
• Award to be applied if relevant	
• Other	

AUTHORISATION

Name: _____ Consultant: _____

Signature: _____ Signature: _____

Client: _____ 360HR Pty Ltd

Date: _____ Date: _____

FAX to 360HR: 02 9819 6792 or Email to admin@360hr.com.au

360HR Client Service Agreement (On-Hire)

Issue Date: [date issued]

Version: 4

Issuer: [name of 360HR representative]

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Schedule

1. DEFINITIONS

Assignment	means the on-hire placement of one or more of our workers to perform work at your premises or anywhere else specified by you and approved by us
Assignment Specification	means a description of the work to be performed as set out in a document that specifies: <ul style="list-style-type: none"> (a) the services to be provided by each of our workers; (b) the job description for each of our workers; (c) any inherent requirements of the job; (d) any background, security, suitability, medical and fitness check or other pre-placement investigation required by law in relation to the job;

	<p>(e) the time and date upon which the assignment is to commence;</p> <p>(f) the time and date upon which the assignment is to terminate (if applicable);</p> <p>(g) the location(s) where the work is to be performed;</p> <p>any other material or relevant description of the work to be performed or the arrangements relating to it</p>
Conditions of assignment	mean the conditions as set out in this document or as varied from time to time;
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)</i> ;
Labour cost component	includes all labour related costs and expenses;
Related entity	has the same meaning as in the <i>Corporations Act 2001 (Commonwealth)</i> and applies, with the necessary changes being made, if you are not a body corporate under that Act;
Relevant jurisdiction	means the Australian state or territory jurisdiction in which work in accordance with the assignment description is to be performed;
RCSA	refers to the Recruitment and Consulting Services Association Ltd
Schedule	means the schedule attached to this agreement, which may be substituted from time to time;
Tax invoice	has the same meaning as in the GST Act;
Us, our or we	refers to the supplier named in the schedule;
Worker	means one of our employees or independent contractors (including where the context requires their employees agents and sub-contractors);
You or your	refers to the client named in the schedule and, where the context indicates, a related body corporate of that client.

2. APPLICATION

- 2.1 These conditions of assignment become effective when you tell us you accept them, or accept one of our workers on assignment, after having received a copy of the Assignment Specification
- 2.2 These conditions of assignment will remain in force for all future assignments, until our agreement has been validly terminated (excepting that some clauses may survive the termination of this agreement, where indicated).

3. OUR CHARGES

- 3.1 Our charges will be based upon the number of hours that our workers work on assignment as recorded on the timesheets and authorised by you.
- 3.2 You must complete time sheets relating to our workers accurately and submit them to us promptly.
- 3.3 The hourly charge rates (+GST) are set out in the Assignment Specification.
- 3.4 Our hourly rates and charges may be amended by notice in writing to adjust for any increase in:
 - (a) the labour cost component of our hourly rates; or
 - (b) the Superannuation Guarantee levy; or
 - (c) our workers' compensation and other insurance premiums (or the costs associated with any similar arrangements)
- 3.5 Amended rates will apply from the date that the amended schedule is stated to commence, or as otherwise agreed.

4. INVOICES

- 4.1 You will receive our invoice for all work performed by our workers and will not pay any of our workers directly for work they perform
- 4.2 Reimbursement for authorised expenses incurred by our workers will be paid in accordance with the terms of the Assignment Specification.
- 4.3 You agree to pay our invoices in accordance with the terms of the Assignment Specification

5. RELATIONSHIPS

- 5.1 You acknowledge that we are not performing the services set out in the assignment specification but are instead the supplier of our workers, at your request, to perform the work that you have described in the Assignment Specification.
- 5.2 Whilst they are on an assignment, workers who are our employees, will be under your day-to-day control, and you will be responsible for their supervision and instruction in a manner consistent with our obligations to them.
- 5.3 We reserve all other rights to control the employment relationship of our workers who are our employees, including the right to terminate the employment relationship for any reason that we think fit.
- 5.4 If you are not satisfied with one of our workers and want a replacement, you will:
- (a) speak to us directly about the replacement of our worker;
 - (b) not communicate anything to our worker indicating that their on-hire assignment will be cancelled.
- 5.5 If you are not satisfied with one of our workers, but do not want our worker replaced, you may speak to our worker in order to give any reasonable instruction, provided that you contact us as soon as is practicable to discuss the matter.
- 5.6 You agree that after one of our workers has completed an assignment with you, you will not contact our worker, directly or indirectly, to offer them work. You will contact 360HR should you wish to offer additional work to one of our workers.

6. GENERAL MATTERS AND OTHER RESPONSIBILITIES

- 6.1 You will:
- (a) provide us with full and accurate information about the job requirements relevant to the assignment by means of an assignment description;
 - (b) not on-hire or resupply our workers to any other person or organisation;
 - (c) not allocate tasks or responsibilities to our workers or require our workers to perform or participate in work, other than in accordance with the relevant assignment description;
 - (d) not request our workers to perform or participate in any work or use any equipment with which they are unfamiliar and are unqualified to use or have not received adequate training;
 - (e) supervise, instruct and direct our workers properly at all times whilst they are on assignment to you;
 - (f) supervise, instruct and direct your own employees and contractors properly at all times whilst our workers are on assignment to you;

- (g) comply with your obligations to our workers pursuant to all relevant laws, including laws relating to workplace or occupational health and safety, discrimination and harassment;
- (h) provide induction, training and safety consumables to our workers where appropriate;
- (i) inform our workers and us promptly of any unusual workplace risk or practice or of any change in site or safety conditions that may present a hazard to our workers;
- (j) comply with our reasonable requests to ensure the workplace health and safety of our workers and to rectify promptly any deficiency in the provision of a safe work environment or safe systems of work, that in our reasonable opinion would pose a threat to the safety of one of our workers or to any other person who may attend a place at which work is or may be performed by one of our workers under an assignment;
- (k) ensure that our workers will be covered by the following insurance policies, or other suitable and permissible statutory indemnity or self insurance arrangements, whilst working on assignment with you:
 - public liability;
 - professional indemnity, if relevant to the type of work to be performed;
 - workers' compensation under applicable legislation in the relevant jurisdiction; but only if the legislation casts that responsibility on you;
 - compulsory third party motor vehicle insurance, where applicable;
 - fully comprehensive motor vehicle insurance, where applicable;
- (l) provide us with evidence of the currency and suitability of all insurances, statutory indemnity or self insurance arrangements that extend cover to our workers;
- (m) notify us immediately of any event that may give rise to a claim under any insurance policy, statutory indemnity or self insurance arrangement that relates to our workers whether such policy, indemnity or arrangement is held or established by you or by us;
- (n) report to us any performance issues in relation to our workers in a written format, so that we can manage the feedback process with our workers;
- (o) forward to us promptly a written notification of any workplace incident that may give rise to a claim by, against or involving our workers;
- (p) ensure that our workers are advised of free training available as well as other courses and conferences available to them;

- (q) abide by all laws that cast upon you any obligation to do, or refrain from doing, any thing, or to make or pay any payment, deduction, premium, levy, allowance, compensation, damages, interest or costs in respect of or in connection with the engagement of our workers under these conditions of assignment or any work done by them whilst on assignment to you;
- (r) maintain the confidentiality and privacy of information we provide to you about our workers, whether written or verbal, including the fact that they may be looking for work;
- (s) compensate us for any statutory charges, levies and taxes for which we may become liable in respect of performing our obligations under these conditions of assignment by reason of such statutory charges, levies or taxes being introduced after the acceptance of the offer to supply services;

6.2 You will assist where practicable with the rehabilitation of our workers by way of providing such workers, through us, with suitable work (including light duties) once the workers are able to return to work, if one of our workers suffers an injury that is compensatable under any law relating to workers' compensation or occupational health and safety.

6.3 In the event that the work contemplated by clause 6.2 is of a lesser value, classification or remuneration than the work principally contracted for under the assignment, we will discount our charges to reflect the fair value of the work. If there should be any disagreement as to the fair value of the work, the amount charged will be as determined by a person nominated by the President for the time being of RCSA Limited or his or her nominee to act as an expert and not as an arbitrator.

6.4 You acknowledge that as we are a member of the RCSA, you will not require us to do or refrain from doing any act in breach of the RCSA's Code for Professional Practice or any other ethical requirement of the RCSA placed upon us.

6.5 You will abide by any obligations placed upon you by any competent body legislating, imposing, awarding, approving, determining or certifying any provision which would entitle one of our workers to elect permanent employment with you, or that would compel you to offer such employment.

6.6 If requested, you are to provide us with access to the minutes of any committee, that is or may be established for consultation, or to exercise any statutory function or responsibility, with respect to occupational health and safety in any workplace in which one of our workers is required to perform work, as we may request from you.

6.7 You must allow us (or any of our workers) when we deem it appropriate, the opportunity to be included as a representative to, member or observer of, or to consult with, or to participate in, any of the committees referred to in Clause 6.6.

7. OUR RESPONSIBILITIES

7.1 We are responsible for the following in relation to our workers whilst on assignment with you:

- (a) the payment of all amounts due to our workers from us under the terms of any relevant industrial instrument, law or contracts;

- (b) if our workers are employees, the payment of any leave entitlements, including but not limited to annual leave, personal leave, parental leave and long service leave;
- (c) subject to the conditions of assignment, the deduction and/or remittance of all appropriate taxes, including but not limited to income tax, fringe benefits tax and payroll tax, as may be required by law;
- (d) workers' compensation under the applicable legislation in the relevant jurisdiction, unless the legislation casts that responsibility on you;
- (e) the payment of an amount as superannuation into a superannuation fund; and
- (f) such other matters or things as may be negotiated between you and us and as are set out in the Assignment Specification.

8. EXCLUSIONS AND INDEMNITY

- 8.1 Our workers may be replaced if their ability to function effectively and safely is limited, in which case we may replace them with another worker.
- 8.2 Our workers may refuse work if it reasonably appears that the working environment is or has become unsafe for any reason, including but not limited to you:
 - (a) not having established safe work procedures;
 - (b) not complying with safety standards;
 - (c) not maintaining plant and equipment; or
 - (d) not complying with any relevant health or safety legislation.
- 8.3 Because our workers work under your control, supervision and direction:
 - (a) We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;
 - (b)
 - (i) Subject to sub-paragraph (ii) of this sub-clause, we will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our workers (including their servants or agents) whilst they are working under your control, supervision or direction.
 - (ii) Sub-paragraph (i) of this sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury.

9. TERMINATION AND BREACH

- 9.1 Subject to clause 9.2 and 9.3, an assignment will end on the date specified in the Assignment Specification (if indicated).

- 9.2 We can terminate an assignment (and this agreement) or suspend the provision of services immediately upon giving notice and without incurring any liability to you for reasons which include, but which are not limited to:
- (a) any breach of the conditions of assignment, or this agreement; or
 - (b) your failure to pay any amounts outstanding to us.
- 9.3 Either party can terminate an assignment and this agreement by giving two (2) weeks' notice to the other party.
- 9.4 If you terminate this agreement in accordance with Clause 9.3, you will still be liable to pay to us all outstanding charges.
- 9.5 If you terminate an assignment other than as provided for in the conditions of assignment, you agree that you will indemnify us for any liability, damages, compensation, expenses, or costs that we may incur as a result of any proceedings which may be commenced or claims that may be made by one of our workers arising out of, or in any way related to the termination of the assignment.

10. GENERAL MATTERS

10.1 Variation

- (a) Any variation to this agreement, these conditions of assignment, or to an Assignment Specification must be in writing and agreed to by the parties, except in so far as the conditions of assignment or this agreement expressly permit one party to vary the conditions of assignment or an Assignment Specification unilaterally.

10.2 Waiver etc

- (a) If we do not take action to enforce or require strict or prompt compliance with our obligations under this agreement, or under the conditions of assignment, this will not affect or in any way limit our rights to exercise remedies we have in respect of such breaches.

10.3 Severance

- (a) If a provision of this agreement, or of any conditions of assignment, is declared to be invalid, unenforceable, illegal or contrary to public policy, such invalidity, unenforceability or illegality will vitiate the provision only, and that provision will be deemed deleted or modified to the extent necessary to render the remainder of the provisions valid or enforceable, and will not otherwise in any way vitiate any other provision of this agreement.

10.4 Jurisdiction

- (a) This agreement, and these conditions of assignment, are governed by and will take effect in accordance with the laws in force in the jurisdiction named in the schedule.

10.5 Entire agreement

- (a) These terms and conditions represent the entire agreement between you and us in relation to its subject matter.

10.6 Permanent Employment of on-hired workers.

The employment of any of our workers by you either directly or indirectly, while on assignment with you or within 6 months of completion of their last assignment with you, will result in the following fees being charged by 360HR Pty Ltd:

Length of on-hire assignment	Fee to be charged
Under 6 months	Full fee
6 – 12 months	Three quarter fee
12 – 18 months	Half fee
More than 18 months	Quarter fee

- (a) By accepting these terms and conditions you acknowledge that neither we nor anyone acting on our behalf have or has made any warranties or representations to you in relation to the matters covered by our agreement which are not fully set out in these terms and conditions, and that before entering into the agreement you have read these terms and conditions together with the schedule and have understood them.

EXECUTED by **360HR Pty Ltd**)
(ACN68 098 436 590) in accordance with)
section 127 of the *Corporations Act 2001*, in)
the presence of:

.....
Witness

.....
Signed

.....
Name of Witness (print)

.....
Name of Signatory (print)

.....
Date of signing

.....
Title

EXECUTED by **[insert client's name]** (ACN)
[insert client's ACN number] in accordance)
with section 127 of the *Corporations Act*)
2001, in the presence of:

.....
Witness

.....
Signed

.....
Name of Witness (print)

.....
Name of Signatory (print)

.....
Date of signing

.....
Title