

**THE
RECRUITMENT
COMPANY**

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WELCOME! 환영

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HELLO@THERECRUITMENTCOMPANY.COM **THERECRUITMENTCOMPANY.COM**

T: 02 8346 6700 / F: 02 8346 6777 LEVEL 15, 1 CASTLEREAGH STREET, SYDNEY NSW 2000

- (vi) any trade secrets or other information which would be considered to be confidential to us at general law; and
- (vii) any information which relates to the development of any Original Works.
- (f) **“Independent Contractor”** means person or entity contracted to provide services to another entity under a contract for services.
- (g) **“Leave Entitlements”** means an employee’s entitlement to annual leave, personal/carer’s leave and long service leave.
- (h) **“Maximum Term”** means an agreement between the Employer and Employee for a stated period of time.
- (i) **“Award”** means the relevant industrial award (if any).
- (j) **“Notice”** means the notice to be given to end this agreement.
- (k) **“Original Works”** means anything, including without limitation all inventions, discoveries, designs, concepts, systems, publications, documents and other works, in which intellectual property rights of any kind are capable of subsisting.

2. YOUR ROLE

- (a) As you are engaged as a casual, you are only engaged as a casual employee to perform the tasks, at the workplace and for the Client as identified in the Schedule for the duration also identified in the Schedule.
- (b) You may request to transition to a non-casual arrangement at any time, either by becoming an Independent Contractor, or by signing a Maximum Term employment contract or by becoming a permanent employee. If you require one of these options, please speak to your representative from The Recruitment Company and we will endeavour to facilitate this. Please note that a change in employment status will lead to an adjustment in your wages (you will not be entitled to your 25% Casual Loading).

3. YOUR DUTIES

- (a) Your duties and responsibilities are assigned to you from time to time, subject to the Client’s discretion.
- (b) The Client may direct you not to perform duties at any time.
- (c) You have the sole discretion to accept or reject work offered by the Client.

4. HOW MUCH WILL YOU BE PAID?

- (a) The amount we will pay you is set out in the Schedule. In addition to your rate of pay you will also be paid a further 25% Casual Loading as set out in the Schedule.
- (b) **Superannuation**

- (i) Superannuation contribution equal to 10% of your rate of pay and the Casual Loading or such other percentage as may be required by law from time to time, which will be paid to a superannuation fund nominated by you.
- (ii) In the absence of you specifying a superannuation fund, The Recruitment Company will allocate you a fund and make payments accordingly. The allocated fund will be Australian Super.

5. LEAVE AND AWARD ENTITLEMENTS

You acknowledge:

- (a) Because you are a casual employee, you are not entitled to annual leave, personal/carer's leave or compassionate leave.
- (b) The additional 25% Casual Loading is an amount paid to you instead of annual leave, personal/carer's leave, compassionate leave and any continued expectation of employment because you are a casual employee;
- (c) As your rate of pay and Casual Loading exceed any Award rate of pay, loading and allowances applicable to your role, you acknowledge and agree that any amounts that you are paid above the Award entitlements will be off set against any Award entitlements you may be entitled to including overtime rates.
- (d) The amount of your remuneration will not be less than the amount prescribed under the Award for your position. That is, if your position is covered by an Award.
- (e) Should you be deemed to not have been a casual employee for any period of your employment with us then you will be required to repay any casual loading paid to you for that period.

6. POLICIES AND PROCEDURES

The Recruitment Company and/or the Client may, in our sole discretion, issue and amend policies and procedures from time to time. You:

- (a) Should familiarise yourself with the various policies and procedures of the workplace and comply with them;
- (b) These policies and procedures and any amendments do not form part of your employment contract; and

You acknowledge that should you breach those policies and procedures; your employment may be terminated in accordance with the Notice as set out in the Schedule.

7. TERMINATION

- (a) You may terminate this agreement at any time by providing notice as set out in the Schedule. The notice must be in writing.
- (b) This agreement will come to an end on the date specified in the Schedule. Prior to that date, and if you remain providing casual services to the Client, we will request that you enter into a new casual employment contract or discuss with us the options available to you in clause 2.
- (c) Under the terms of The Recruitment Company's contractual agreement, the Client has requested that a casual employee must give the notice outlined in the schedule. We would ask you to honour this requirement, but we cannot compel you to do so as you are a casual employee.
- (d) You may reject the offer of work at any time.
- (e) The Recruitment Company does not control the allocation of work to you and it cannot guarantee that you will be given work on a day by day basis. You acknowledge that the nature of Casual Employment is that there is no continuing expectation of having regular work on a day to day basis. The Client at its sole discretion may elect not to allocate work to you.

8. TERMINATION BY THE CLIENT AND THE RECRUITMENT COMPANY

- (a) When you applied for the role, you made various representations as to your work history, experience and capacity. Should these representations be found to be false or misleading, The Recruitment Company and/or the Client may bring about the end of this contract without notice and without the payment of notice.
- (b) In addition, The Recruitment Company and/or the Client may bring about the end of this contract without notice and without the payment of notice if:
 - (i) The Recruitment Company is informed you have failed to provide faithful service to the Client, or
 - (ii) your actions or behaviour jeopardise The Recruitment Company's relationship with its Client, or
 - (iii) you fail to act in good faith, or
 - (iv) you become unfit to work for personal reasons, or
 - (v) the Client notifies The Recruitment Company that it has become unable to pay for further services, or
 - (vi) the Client notifies The Recruitment Company that the services are no longer required, or
 - (vii) you act in a manner which breaches The Recruitment Company's or the Client's policies or creates a workplace that is unsafe.

9. OBLIGATIONS ON TERMINATION

When your employment comes to an end:

- (a) you must immediately return to The Recruitment Company all property, documents, other items and copies of information in whatever form relating to The Recruitment Company, our business and our past, present and potential future Clients;
- (b) you may be required to sign a declaration that you do not have any of The Recruitment Company's or the Client's property or confidential information in your possession and have not sent or disclosed any such property or confidential information to a third party. You consent to The Recruitment Company withholding termination payments and entitlements until that declaration is provided; and
- (c) The Recruitment Company may deduct any outstanding overpayments or money advancements owed to The Recruitment Company by you from your outstanding contractual entitlements.

10. A SAFE WORKPLACE

- (a) You confirm that you had advised The Recruitment Company of any pre-existing medical conditions that may prevent you from carrying out your duties or that may render you particularly susceptible to injury arising out of your duties in the workplace.
- (b) Should you be subject to an injury incurred during working hours or while travelling to or from work, you must provide immediate notice to The Recruitment Company.
- (c) Those in charge of your workplace are committed to ensuring that all employees are safe at work. If you feel unsafe, threatened, victimised or discriminated against you must advise the relevant person. We have policies and procedures available on our website to ensure that any complaint or grievance raised will be dealt with fairly and impartially. Please familiarise yourself with these. If in doubt please contact your representative at The Recruitment Company, your supervisor or HR representative at the workplace or failing that The Recruitment Company's WHS representative as outlined on our website.

11. TIMESHEETS

- (a) You are responsible for providing accurate timesheets that have been approved by the Client.

- (b) Unless otherwise specified by your manager or supervisor, you will complete these timesheets on the electronic timesheet system or as advised by your manager or supervisor from time to time.

12. EXPENSES

Work related expenses will be reimbursed by the Client to you if:

- (a) The expense is incurred at the written request of the Client;
- (b) The expense is properly substantiated and is associated with the service;
- (c) A receipt showing the provider's ABN is submitted along with details of the expense; and
- (d) The workplace's expense claim form is completed

otherwise, any expenses will not be reimbursed.

13. CONFIDENTIAL INFORMATION

- (a) You covenant to The Recruitment Company and its Client at the workplace that:
 - (i) you will not, either during the operation of this Agreement or at any time, thereafter, use or disclose to any person or entity any of the confidential and/or proprietary information;
 - (ii) you will hold the confidential and/or proprietary information on trust for the true owner;
 - (iii) you will use your best endeavours to prevent the unauthorised use or disclosure of any of the confidential and/or proprietary information by third parties; and
 - (iv) the Client may at its sole election assign the covenant as contained in this part.
- (b) You must take all reasonable precautions to prevent any unauthorised disclosure of confidential information and unauthorised use of any proprietary information, including the following precautions:
 - (i) you must at all times store all confidential and/or proprietary information safely and securely;
 - (ii) you must immediately notify us and the supervisor or manager at your workplace in writing of any actual, threatened or suspected unauthorised disclosure of any confidential and/or proprietary information; and
 - (iii) you must take all reasonable measures to minimise any unauthorised dissemination of any confidential and/or proprietary information which is in any way related to or resulting from an act or failure to act by you.

14. NON-DISCLOSURE

This Agreement is confidential to us and you. You must not disclose or allow to be disclosed the content of this Agreement except to the extent that the disclosure is reasonably required to give effect to this Agreement or is required by law.

15. DISPUTES

Should any dispute arise out of this Agreement, the parties agree that they will first attempt to deal with that dispute at the workplace level. If that dispute is not resolved within seven (7) days of either party notifying the other party that the dispute has arisen, it will be referred to arbitration at the cost of the party who raised the dispute.

16. RESTRAINTS

- (a) In consideration of the payments made to you under this Agreement, you covenant to The Recruitment Company and the Client as follows:
 - (i) that you will not, either in your own right or on behalf of any other person, corporation or legal entity, enter into any negotiations directly with a Client or any other third party on behalf of a Client whereby you will provide services to a Client without first obtaining the prior written consent of The Recruitment Company and the Client at the workplace. The obligations that you have under this part will continue for a period of 12 months after the termination of this Agreement or any other subsequent agreement. In the event that the court finds that the obligations for the restrictions under this part of 12 months are too broad, you agree that in lieu of 12 months a period of 6 months will apply. In the event you breach this provision, The Recruitment Company estimates its loss to be the amount we have paid to you during the last three months of your employment;
 - (ii) that you will not, for a period extending to 12 months after you cease working at the workplace in accordance with this Agreement, purport to encourage or solicit any employee or third party with whom you have had direct contact with while working at the workplace under this agreement to cease providing services to the Client or any of its subsidiaries or related corporations;
 - (iii) that you will not during the operation of this agreement enter into any negotiations or agreement with the workplace in respect of remuneration or benefits, and you acknowledge that we are the only entity to negotiate and determine the remuneration paid to you for you providing the services.

- (iv) That you will not disclose your rate of pay to the Client.
- (v) that these restraints will continue after this contract comes to an end.

17. MISCELLANEOUS

- (a) This Agreement can only be varied by agreement in writing.
- (b) The clauses of this Agreement contain the entire agreement between you and us. We both acknowledge that there are no promises, terms, conditions or obligations oral or written, expressed or implied, other than those contained in this Agreement.
- (c) Each clause in this Agreement is severable from the other clauses. If a clause or part of a clause becomes unenforceable for any reason this shall not affect the validity of the remainder of the clause or Agreement.
- (d) If either you or we grant an extension of time or indulgence to the other party, this will not operate as a waiver of any rights.
- (e) By signing this Agreement, you agree and confirm, that you have read and agree to adhere to our Equal Employment and Harassment and Occupational Health and Safety policies, and any such policies of the Client.
- (f) If you accept an assignment at the workplace then it is deemed that you accept the terms of this Agreement irrespective of whether you have signed it.
- (g) The address for service and deemed service of notices is as shown in the Schedule.

18. JURISDICTION

The construction, validity and performance of this agreement shall be governed by the laws of New South Wales.

We warmly welcome you to work at The Recruitment Company and we hope that we will have a long and happy association.

CASUAL CONVERSION

Your employment terms and conditions are likely covered by a Modern Award and by National Employment Standards. Some awards have a Casual Conversion Clause which provides you with the right to request conversion to permanent or part time employment. Usually this right occurs after a set period of time (depending upon the nuances of your Modern Award). However, as part of your casual employment with The Recruitment Company we offer you the opportunity to request conversion at any point during your tenure with us.

You may, at any time, request to convert from a Casual Employee status to one of the following arrangements:

- Permanent Employee
- Part time Employee
- Independent Contractor

We will review any request to convert status and will discuss options with you. No request will be unreasonably declined and we will discuss all options with you.

To request more information on Casual Conversion please contact Simon Moss on 02 8346 6706 or simonm@therecruitmentcompany.com

THE
RECRUITMENT
COMPANY

SCHEDULE ALL HERE IN BLACK AND WHITE

YOUR POSITION:

YOUR WORKPLACE:

THE CLIENT:

THE CLIENT CONTACT:

TOTAL RATE:

CONSISTING OF

BASE RATE (INC SUPER):

CASUAL LOADING (INC SUPER):

START DATE:

END DATE:

NOTICE PERIOD:

YOUR CONTACT AT THE RECRUITMENT COMPANY:

ADDRESS FOR NOTICES:

LEVEL 15, 1 CASTLEREAGH STREET, SYDNEY, NSW 2000

EXECUTED AS AN AGREEMENT

BETWEEN

THE RECRUITMENT COMPANY PTY LTD

**THE
RECRUITMENT
COMPANY**

DATE: / /

AND YOU

DATE: / /