



*DRAFT/ Example*

**Agreement with Registrants  
For On-Hire Employment**

Commercial Design Consolidated (NSW) Pty Ltd  
63-65 Chandos St.  
St. Leonards NSW 2065  
Ph: 02 9439 2299  
Fax 02 9439 7997

## AGREEMENT WITH REGISTRANTS FOR ON-HIRE EMPLOYMENT

DATE: \_\_\_\_\_

BETWEEN: **COMMERCIAL DESIGN CONSOLIDATED (NSW) PTY LTD**

AND: \_\_\_\_\_

OF \_\_\_\_\_  
**("the Registrant")**

### 1. Definitions

1.1 In this Agreement:

"**Assignment(s)**" means working as one of our employees doing work for one of our clients on an on-hire basis as described in any job description that we may be obliged to provide and as may be varied by us from time to time;

"**misconduct**" includes dishonesty, fraud on us or our clients and any harassment of our employees or our clients;

"**us**", "**our**", "**ourselves**" or "**we**" refers to Commercial Design Consolidated (NSW) Pty Ltd

"**our register**" means the register of people looking for work with us;

"**you**" or "**your**" refers to the registrant.

### 2. Application

2.1 This agreement will apply after you have filled in one of our registration forms and requested that we arrange Assignments for you. You will be deemed to have accepted the terms of this agreement, regardless of whether you have signed it, if you accept an assignment with us after receiving a copy of the agreement.

2.2 This agreement applies independently of the provisions of any Award or industrial agreement that might relate to any Assignment to which you may be allocated, and does not incorporate its terms.

2.3 We will provide you with details regarding:

- (a) your employment status;
- (b) wages and payment;
- (c) specific functions and duties;
- (d) hours of work;
- (e) leave entitlements;
- (f) any other matter required to be advised to you before commencing work at the time of offering an Assignment.

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### 3. Responsibilities

- 3.1 After you have signed one of our registration forms we will place you on our register.
- 3.2 You will keep us advised of changes to your details on the registration form.
- 3.3 We will keep you on our register unless:
- (a) you advise us you are no longer interested in seeking work;
  - (b) your registration with any relevant registration authority has expired or a current copy is not on our file; or
  - (c) we receive substantiated report(s) of unsatisfactory work performance or conduct;
- in which case we may remove you from the register.
- 3.4 When one of our clients requests that we supply an contractor to perform an Assignment, we will consider whether you are suitable to do the type of work requested, provided that you have called us weekly to let us know that you want work and that you are available for work.
- 3.5 If we consider that you are suitable we may offer to employ you to perform the Assignment.
- 3.6 If you have told us that you are available for a particular period, you will make every reasonable effort to ensure that you remain available to accept an offer of an Assignment in that period.
- 3.7 You will only be paid by us if you accept an Assignment and work as required.
- 3.8 Each time that you accept an Assignment, you will be entering into a new contract of employment with us. The terms of those contracts will include the rights and obligations that apply to Assignments as set out in this agreement, (see clauses 2.2, 3.9, 4, 5 and 6).
- 3.9 You warrant that you:
- (a) possess the skills, experience and qualifications set out in any resume provided to us or forms you complete, in connection with your registration;
  - (b) you are lawfully entitled to work in Australia;
  - (c) will ensure that any relevant registration, licence or accreditation is renewed each year and copied to us, (if applicable and provided you still want work with us);
  - (d) you will ensure (if you are working for us or still want work with us) that if you have professional indemnity insurance you send us evidence before commencing work;
  - (e) your level of health and fitness is suitable for the performance of the genuine occupational requirements of the Assignment;
- (f) you will not attend work if:
- (i) your ability to function effectively and safely is limited; or

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- (ii) it reasonably appears that the working environment is or has become unsafe for any reason, including that the Client:
- has not established safe work procedures; or
  - is not complying with safety standards; or
  - is not maintaining plant and equipment; or
  - is not complying with any health or safety legislation or regulations
- (g) you will advise us with as much notice as is reasonably practicable if you are or become limited in your capacity or unable to work for any reason including but not limited to: other unavoidable commitment, illegality, injury, illness, substance intake, or fatigue or as a result of circumstances arising under sub-paragraph (f)(ii);
- (h) unless absent through illness or involuntary injury, you will give as much of your time and attention to the performance of the Assignment, as reasonably possible during work hours;
- (i) will complete any Assignment accepted by you, unless you obtain our consent not to complete an Assignment. We will not unreasonably withhold such consent;
- (j) you will comply in every respect with our directions, working methods, policies, procedures, guidelines and standards as issued and updated from time to time which you acknowledge take effect as orders given by us to you in the course of your employment by us which we may change, and not as mutually enforceable obligations;
- (k) you will follow the lawful and reasonable directions of the client for which you have accepted an assignment;
- (l) you will complete time sheets (or similar documents) required by the client;
- (m) you will work with due care and diligence and without negligence;
- (n) you will use your best skill and judgment;
- (o) you will observe safe work practices;
- (p) you will work in accordance with relevant Standards/Competencies;
- (q) you will abide by all laws relevant to the Assignment;
- (r) you will abide by legislation and workplace policies in relation to: Workplace Health and Safety, Discrimination, Equal Opportunity and Ethical conduct;
- (s) you will advise us of any injuries you suffer or incidents in which you are involved whilst on an Assignment and in which someone is injured or suffers any loss as soon as possible and complete an incident report if requested by us;
- (t) you will inform us if a client asks you to work an additional shift to the assignment;
- (u) will not accept casual or part time work offered to you directly by one of our clients with whom you have worked but will refer the client to us in the event that any such offer is made;

(v) you will maintain the confidentiality and privacy of information coming into your possession from whatever source to the extent consistent with the proper performance of your duty to act in our best interests;

(w) you will be responsible for informing us in writing of any administrative matters needing our attention such as incremental pay increase, change in circumstances that may affect your employment status or classification, authority to release information to third parties, changes to personal information and such information will only be effective as from the date of receipt or first ordinary business day thereafter;

(x) you will attend our office at a requested time and at your own cost whenever reasonably required to do so;

(y) you will give us seven (7) days notice in writing of any intention to terminate your registration with us and will thereupon return any of our property which you hold;

(z) you have undergone or will undertake an induction programme relevant to assignments that you may be offered and that you will not undertake assignments unless you fully understand all components of the induction programme.

#### **4. Termination**

4.1 Your contract Employment on a clients premises may be terminated for a variety of reasons that include but are not limited to:

(a) our client no longer wishes you to continue to perform the Assignment;

(b) you are guilty of any material breach of the rights and obligations that apply to Assignments;

(c) you are charged with any criminal offence or are involved in any conduct which is unprofessional or breaches any of our rules OR standards of nurses in relation to ethical behaviour which, in our reasonable opinion brings you or us into serious disrepute;

(d) you are guilty of misconduct;

(e) because of industrial action, civil commotion or unrest, equipment breakdown or any other stoppage of work and for which we are not responsible, the client can request termination or time off without pay

#### **5. No Waiver**

5.1 Failure or omission by us at any time to enforce or require strict or timely compliance with any provision of this agreement or of Assignments shall not affect or impair that provision in any way or our rights to avail ourself of the remedies we may have in respect of any breach of any such provision.

#### **6. Governing Law**

6.1 This agreement shall be governed by, construed and take effect in accordance with the laws in force in NSW and the parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in NSW.

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**Executed as an Agreement.**

**SIGNED** for and on behalf of            )  
**Commercial Design Consolidated (NSW) Pty Ltd**  
**ABN 56 465 099 042**                            )  
this        day of                            200    )  
in the presence of:                            )

Witness \_\_\_\_\_

**SIGNED** by the Registrant                )  
this        day of                            200    )  
in the presence of:                            )

Witness \_\_\_\_\_