

GENERAL CONDITIONS "CONTRACT TO SERVICE" TECHNICAL PERSONNEL
SUPPLIED THROUGH COMMERCIAL DESIGN CONSOLIDATED (NSW) PTY LTD

NOTE: THE RECIPIENT OF PERSONNEL HEREINAFTER WILL
BE REFERRED TO AS "THE CLIENT".

Engineering Technical Personnel/Contractor engaged in "Contract to Service" on Clients' premises are covered by Commercial Design Consolidated (NSW) Pty Ltd in respect of Public Liability, Professional Indemnity, PAYG Tax, GST, Payroll Tax and Superannuation. Work-cover on contract staff (QBE Tariff 782300) covers office environment. The Client is to notify Commercial Design Consolidated (NSW) Pty Ltd as to changes in work environment, location or tasks of contract personnel under our Work-cover.

The safety of Technical Personnel/Contractor while on Clients' premises is the responsibility of the Client in accordance with the "Work Place Occupational Health & Safety Act 198Y. It is the Client's obligation to make all contractors aware of

- a) Identified hazards
- b) Written procedures to address these hazards
- c) Implementation of safety programs.

Technical Personnel/Contractors' rates are calculated on the basis of their "Contracts to Service" being for at least a full working day and their services are made available on this basis. "Contracts to Service are continual on a day to day basis. The Client acknowledges that the signing of timesheets by the Client represents an admission by the Client that the individual has worked the hours set out in the timesheet and therefore be paid accordingly when an account is rendered.

During the engagement the Client will be responsible for control and the direct supervision in respect to the following:

- a) the service to be performed under the engagement by each Technical Personnel/ Contractor, the manner of their performance, correctness of work AND
- b) when and where the services are to be performed.

Payroll Tax is levied against Living Away from Home Allowance & ++Travel Allowance. All out of pocket expenses incurred by Technical Personnel/Contractors relating to Client's business shall be to the Client's account. If contractors use their own vehicles, the Client will carry the costs of such travel at the rate of + per kilometre plus Payroll Tax. All invoicing will attract GST. If the Client provides a vehicle for Technical Personnel/ Contractor to drive, our Company will be indemnified against any damage which may occur to the vehicle in the course of Technical Personnel/Contractor being in charge of the vehicle.

The Client, the Client's joint venture partner/s or a third party associated with the Client agrees not to engage the Technical Personnel/Contractor introduced by Commercial Design Consolidated (NSW) Pty Ltd, either or their permanent staff or by sub-contract, or through a third party Agency until a period of six (6) months has elapsed from when the Contractor/s have completed the "Contract to Service" through Commercial Design Consolidated (NSW) Pty Ltd.

If the Client transfers the Technical Personnel/Contractor onto their permanent staff, either during or after the contract term, or up to a period of 6 months after the "Contract to Service" has elapsed, a one-off transfer fee shall be payable to the Agent. This transfer fee is 8% of annual remuneration package offered to the individual, alternatively, if retained by Client direct, or the Client is party to the transfer to another Consultancy or Agent, the transfer fee of 8% will be calculated on the individuals hourly rate related back to a permanent employees wage.

+Statutory Rate per kilometre, ref ATO

++Travel reimbursements are deemed FBT and are subject to Payroll Tax