

## **TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF CONTRACT STAFF**

1. These Terms and Conditions of Business are between Commercial Design Consolidated ( NSW ) Pty Ltd (Hereinafter called "The Company") and the Person, firm or Corporate Body engaging the services of the temporary worker (Hereinafter called "The Client") and are deemed to be accepted by the Client, to the exclusion of the Client's conditions and any other conditions of trade, by virtue of the engagement (which terms includes employment or use, whether under a contract of service or for services, or under any Agency, Licensee, Franchise or Partnership agreement) of a Temporary Worker introduced by the Company. In these Terms and conditions, a "Temporary Worker" shall mean an individual whose professional services are provided by the Company to the Client. "The Assignment" means the period during which the temporary worker is engaged to render services to the Client.

2. The Client shall indemnify and keep the Company indemnified against any claims, damages, expenses, costs or liabilities whatsoever arising out of use by the Client of personnel supplied by the Company and in particular: The Company will not accept liability for any claim made on or for any loss or damage suffered by the Client arising directly or indirectly from the work carried out by an Individual while working under the Client's control and/or on Client's instructions and/or with the materials supplied by the Client. The Company will not accept liability for any injury suffered by the Client arising directly or indirectly out of the use by the Client of personnel supplied by the Company. The Company will not accept liability for any injury suffered by any individual or disease or illness contracted by the Individual or for any loss or damage to any property of an Individual while working under the Client's control and/or the Client's premises.

3. Temporary Workers provided by the Company are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the worker reports to take up his or her duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the worker were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff with particular reference to the Workplace Occupational Health & Safety act 1983.

4. The Company shall be solely responsible for the payment of all wages, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Income Tax (PAYG), applicable to its Temporary Workers as required by law. The Company will submit invoices on a weekly basis for the fees (calculated at the Rates) and expenses payable by the Client in respect of the Individual's services. The Client agrees to verify and sign the Company's time sheets each week. Signature of such time sheets by the Client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the time sheet. Failure to sign the time sheets does not alter the Client's liability to pay for hours worked. Invoices are strictly net and no cash or other discount will be allowed. Accounts shall be paid within thirty days of the date on the invoice.

5. Should any one payment exceed 60 days from the date of invoice, then all fees due from that client become due for immediate payment. Should any one payment exceed 90 days from date of invoice, the Company reserves the right to withdraw each or all Temporary Workers supplied without notice.

6. In accordance with the provisions, copyright in all drawings, documents and in the work executed from them, except drawings of works for the Government, will remain the property of the Company. Title for any such documents will only pass to the Client as and when the Company's fees have been paid in full. The Client warrants that the Company will not be liable for any infringement of any letters, patents, registered design or trademark in the execution of the Client's order.

7. The engagement or use by a Client of a Temporary Worker or former Temporary Worker introduced by the Company whether for a definite or indefinite period, or the introduction of such Temporary Worker to other employers with a resulting engagement, (or where applicable, if the Temporary Worker has become incorporated under a limited company, the engagement, use or introduction of that limited company) renders the Client subject to the payment of an introduction fee calculated at 8% of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the worker concerned, provided that the engagement takes place within a period of 6 months from the termination of any temporary assignment, or within 6 months of the introduction of the Temporary Worker. Where the amount of the annual commencing remuneration is not readily ascertainable, the fee will be calculated as a multiple of 200 times the hourly charge at which the Temporary Worker was last supplied to the Client by the Company. No refund of the introduction fee will be made by the Company to the Client in the event of the subsequent termination of such engagement.

8. The Client will be responsible for the payment to the Company of only those hotel, travelling and similar expenses incurred by the individual as shall have been previously approved in writing by the Client.

9. If the individual shall fail to proceed with any work allocated to him with that degree of technical and professional skill as was reasonably anticipated by the Client in agreeing the Rate, then, the Client may give notice to the Company terminating the use if the individual's services forthwith. Subject as aforesaid, the Company or the Client may terminate any contract relating to the provision of the Individual's services by giving to the other not less than seven days' notice before noon on the first day of such termination.

10. The Client shall not cause or permit the Individual to use any motor vehicle for any business purpose in connection with work allocated to him, unless the Client has previously been satisfied that adequate third party insurance cover is in force in respect of such user. The Client will at all times keep the company indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by the Company or arising otherwise in connection with the use by the individual or any other motor vehicle for any business purpose requested by the Client.

11. Nothing herein contained shall constitute the relationship of Master and Servant or any partnership between the Client and the Company or between the Client and the Individual. The Company can only accept alterations to these terms of business when confirmed in writing by a Director of the Company.

12. Any rights and/or remedial vesting in or attaching to the Company by virtue of or arising out of these Terms of Business shall be in addition to any statutory or common Law Rights and/or remedies and not substitution thereof or derogation thereof.

13. These conditions shall be governed by and construed according to Australian Law.