

Client Service Agreement (Contract to Service)

Version: CDC0909CTS

CONTENTS

This Agreement is set out in the following manner.

Purchase order (reverse side / front)

Clause No.	Subject Matter
1.	Definitions
2.	Application
3.	Our Charges
4.	Invoices
5.	Relationships
6.	General Matters and Other Responsibilities
7.	Our Responsibilities
8.	Exclusions and Indemnity
9.	Termination and Breach
10.	Other Matters

1. DEFINITIONS

Assignment	means the on-hire placement of one or more of our workers under a Contract to Service to perform work at your premises or anywhere else specified by you and approved by us.
Assignment Description	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 of 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;(e) the time and date upon which the assignment is to commence;(f) the time and date upon which the assignment is to terminate (if applicable);(g) the location(s) where the work is to be performed; any other material or relevant description of the work to be performed or the arrangements relating to it
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 A New Tax System (Goods and Services Tax Act 1999)
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
Purchase Order	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 – Commercial Design Cons.(NSW) Pty Ltd
Worker	means one of our hourly rate contractors
You or your	refers to the client named in the schedule and or a related body corporate of that client.

2. APPLICATION

- 2.1 These conditions of Contract to Service become effective when you accept one of our workers on Contract to Service,.
- 2.2 These conditions of Contract to Service 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.
- 3.2 You must sign time sheets relating to our workers, retain client copy for own records and on forward originals to our worker. Signing of timesheet represents an admission by client that the worker has achieved the hours set out and therefore will pay the invoice when rendered;
- 3.3 The hourly rates that we will charge you are set out in the Purchase Order. They include payroll tax (as applicable) and GST.
- 3.4 We can amend our hourly rates and charges by sending to you notice in the form of an amended schedule to adjust for any increase in the labour cost component of our hourly rates; or
- 3.5 Any amended rates will apply from the date you receive the amended schedule or from the date that the amended schedule is stated to commence, whichever is the later.

4. INVOICES

- 4.1 You will not pay any of our workers directly for work they perform, expense they may incur or allowance to which they may be entitled in respect of their assignment.
- 4.2 You will pay our invoices within **14** days of their presentation to you, in the manner described in the schedule, we retain title over drawings and intellectual property until full payment for services;
- 4.3 Payroll Tax will be levied against Living away from Home Allowances and Travel Allowances (as applicable). Allowances are a Fringe Benefit and as such are subject to payroll tax.

5. RELATIONSHIPS

- 5.1 You acknowledge that we are not performing the services set out in the assignment description; but are instead the supplier of our workers under a Contract to Service, at your request, to perform the work that you have described in the assignment description.
- 5.2 Whilst they are on an assignment to you, workers under our Contract to Service, will be under your day-to-day control, and you will be responsible for their supervision and direction 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.

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 or in respect of the use of which they are unqualified 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) 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;
- (l) pay vehicle expenses at the ATO statutory rate per kilometre when requiring worker under Contract to Service to use own vehicle for client company purposes;
- (m) ensure that our workers, if required to utilise a client vehicle in the course of their duties be covered by the following insurance policies :
 - (i) compulsory third party motor vehicle insurance; and
 - (ii) fully comprehensive motor vehicle insurance;
- (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;
- (t) pay a fee if transferring a worker to permanent staff or direct contract , either during or up to 6 months after the "Contract to Service" has elapsed; fee charged will be 8% of annual remuneration (including SGL) package , company car will be assessed at \$15,000.00 additional to remuneration package;
- (u) not engage the worker direct ,neither your joint venture partner or a third party associate for a period of 6 months from termination of engagement;

6.2 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.

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 to avoid the imposition of any charge as may be required by law; and
- (f) we 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:
 - (i) public liability;
 - (ii) professional indemnity, if relevant to the type of work to be performed;
 - (iii) workers' compensation under applicable legislation in the relevant jurisdiction;
 - (iv) State payroll tax (relevant to client liability to pay payroll tax)
- (g) we will provide evidence of the currency and suitability of all insurances,
- (h) such other matters or things as may be negotiated between you and us and as are set out in the schedule.

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 or regulations or other obligation which under these terms and conditions is for the protection of health and safety.
- 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; and
 - (c) Our liability for any breach of a term implied in this agreement by any Act of Parliament will be limited, at our option, to providing, or paying the costs of providing, the services again.

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 description (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 description 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 description 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.
 - (b) 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.