

TERMS OF BUSINESS - PEOPLE PRIORITY ONE

BETWEEN

People Priority One Pty Limited ABN 22 110 303 510 ("People Priority One")
and its

("client")

This Agreement covers the trading terms and conditions for the provision of Group Employment and/or Recruitment services by People Priority One for the client. It sets out the Client's and People Priority One's rights and responsibilities to each other.

1 DEFINITIONS

1.1 Definitions

"Client" is the company or business who contracts or hosts an employee of People Priority One.

"People Priority One" is People Priority One Pty Limited

"Assignment Agreement" means the agreement constituted by these terms and conditions. A separate document provided by People Priority One to the Client setting out the services to be provided by People Priority One to the Client.

"Charge Rate" means the fees as documented and provided to the client for the Group Employment Services and other Services to be provided by People Priority One.

"Services" means Group Employment services, non-group employment and other benefits and services to be provided by People Priority One to or for the benefit of the Client and documented by People Priority One in the Assignment Agreement.

1.2 Headings are for convenience and shall not affect interpretation.

1.3 Where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning.

2 INTRODUCTION

2.1 These Terms and Conditions govern the relationship between People Priority One Pty Ltd and its Client's each time services are provided to a Client.

2.2 The Client agrees to be bound by these Terms of Business, upon the happening of any of the following events, by signing an assignment agreement or proposal, approving a media advertisement, accepting details of personnel, viewing personnel or engaging personnel introduced by People Priority One Pty Ltd, paying an invoice, or by the signing of a People Priority One Pty Ltd timesheet by the Client.

2.3 Any variation to the terms of this Agreement will only be valid if it is in writing and signed by the parties.

2.4 The parties acknowledge that this Agreement constitutes the sole and entire agreement between People Priority One Pty Ltd and the Client.

2.5 Each party acknowledges that:

- the terms of this Agreement are fair and not harsh or unconscionable; and
- they have entered this Agreement voluntarily.

2.6 It is the client's responsibility to satisfy itself about each Contractor / Hosted Worker's suitability and the final employment decision and commitment rests with the Client. As People Priority One must also respect candidate preferences, People Priority One cannot guarantee that a candidate will be available to accept your offer of engagement.

3 PROVISION OF SERVICES

3 People Priority One Pty Ltd will provide the services as documented in the Assignment Agreement to, or for the benefit of, or at the Client's direction, at all times as is reasonably required by the Client.

4 The term of the Assignment Agreement will be as stated in clause 1 of the Assignment Agreement unless terminated earlier in accordance with clause 8.

5 People Priority One Pty Ltd is not responsible in any way for any act or omission in pursuance of any unwritten request or instruction of the client.

4. PLACEMENT OF CONTRACT OR HOSTED WORKERS

4.1 The Client has direct supervision and control of Contractor's/ Hosted Worker's in the performance of each job for the Client and therefore, directly controls the outcome of the Contractor's/ Hosted Worker's performance.

4.2 The Client has responsibility for ensuring that all its obligations under applicable Occupational Health and Safety legislation are satisfied in relation to Contractors / Hosted Workers.

4.3 The Client agrees that the provision of any awards, summaries, enterprise agreements or workplace agreements will be applied to the work performed by Contract/ Hosted Workers in the same way, as they are applicable to all employees.

4.4 The Client agrees to provide the details of any awards, summaries, and enterprise or workplace agreements to People Priority One Pty Ltd prior to the commencement of any hosted or contract assignment.

4.5 The minimum period of hire for a Contractor/ Hosted Worker is four consecutive hours per day unless otherwise provided in an award, summary or agreement applying to the Client's contract or temporary employees at the site, in which case the latter shall prevail.

4.6 Ordinary working hours for a Contractor/ Hosted Worker are 38 hours per week Monday to Friday unless otherwise stated in any award, summary, enterprise agreement or workplace agreement.

4.7 Overtime (for award / summary covered Contractors/Hosted Workers) where applicable will be paid according to the relevant award / summary for which the Contractor/Hosted Worker is categorised and identified as such in the Assignment Agreement.

4.8 The Client must not discuss the Contractor/ Hosted Worker charge rate, or any change to the Contractor/ Hosted Worker charge rate, with a Contractor/ Hosted Worker.

4.9 The Client will inform People Priority One Pty Ltd of any changes to an award, summary, enterprise or workplace agreement that would apply to persons who are or could be the client's Contractor or temporary employees performing the same work.

5 COMMENCEMENT OF ASSIGNMENT

5.1 The Client acknowledges that People Priority One Pty Ltd is not the provider of the services nominated by the Client as set out in the Assignment Agreement, but rather is the supplier of the Contractor/ Hosted Worker at the request of the Client.

6 PAYMENT OF CONTRACTOR/ HOSTED WORKER

6.1 The Contractor/ Hosted Worker charge rate will be negotiated prior to commencement of each individual placement or specific project based on the standard hourly rate, overtime rates, shift penalties and allowances that would be paid to persons who are or could be the Client's contract or temporary employees performing the same work as the Hosted Workers.

6.2 Invoices are produced weekly based on the actual hours worked by the Contractor/ Hosted Worker as evidenced by an authorised timesheet, and are strictly payable by the Client within 7 days from the invoice date.

6.3 The Client is liable to pay for agreed recoverable expenses (such as travel and accommodation), which will be shown separately on the invoice and billed, to the Client by People Priority One Pty Ltd at cost.

6.4 The Client acknowledges by signing a Contractor's/ Hosted Worker's timesheet and that People Priority One Pty Ltd is entitled to payment for those services upon rendering an account in accordance with the Agreement.

6.5 All payments under this Agreement are due to and recoverable by People Priority One Pty Limited.

6.6 The Client will pay interest at the National Australia Bank National Base Rate on any amount payable under this Agreement that is not paid by the due date and all costs and expenses incurred in recovering any amount owed to People Priority One including legal costs on a solicitor/client basis.

6.7 The Client agrees that accounts in default are eligible to be passed to Dun & Bradstreet for recovery action. Accounts passed to Dun & Bradstreet may be listed on their credit bureau database. This listing may impact the ability of the Client to secure further credit facilities.

6.8 Clients with past due accounts passed to Dun & Bradstreet will incur a separate invoice generated for collection costs incurred by People Priority One.

6.9 The Client agrees that upon any default lasting more than 21 days, People Priority One may lodge a caveat over any and all property owned by the Client and/or guarantor.

6.10 The Client agrees that People Priority One may perform credit searches and provide data to other parties of the existence of this Agreement and any defaults of same.

6.11 Should a dispute arise the Client and People Priority One agree to the jurisdiction of a Queensland court.

7 VARIATION OF CONTRACTOR / HOSTED WORKER ARRANGEMENTS

- 7.1 If the Client wishes to vary the services provided by a Contractor/ Hosted Worker or the duration or nature of an assignment, the Client is required to inform People Priority One Pty Ltd of any proposed changes prior to those changes occurring. People Priority One Pty Ltd will use its best endeavours to obtain the agreement of the Contractor/ Hosted Worker to the variation.
- 7.2 People Priority One Pty Ltd retains the right to vary the Contractor/ Hosted Worker charge rate to include any statutory charges, levies and taxes or other payments People Priority One Pty Ltd is lawfully required to make or for which People Priority One Pty Ltd may become liable in respect of providing a Contractor/ Hosted Worker under these Terms of Business.
- 7.3 Subject to clause 1.3 the period of the assignment may be altered by mutual agreement between the Contractor/ Hosted Worker, People Priority One Pty Ltd and the Client.

8 TERMINATION OF ASSIGNMENT

- 8.1 Either party may terminate the Assignment Agreement after the expiry of the contract period without reason by providing at least (7) days written notice of the intention to terminate the Assignment Agreement.
- 8.2 People Priority One Pty Ltd may terminate the Assignment Agreement by written notice effective immediately (or effective from any later date that it may nominate in writing) to the Client if:
 - (a) Any payment due from the Client to People Priority One Pty Ltd pursuant to this Agreement remains unpaid for a period of more than seven (21) days;
 - (b) The Client breaches any clause of this Agreement and such breach is not remedied within seven (7) days of written notice by People Priority One Pty Ltd;
 - (c) The Client threatens or ceases to conduct its business;
 - (d) The Client materially breaches this Agreement and the breach is incapable of remedy;
 - (e) Any step is taken to appoint a receiver, receiver and manager, an official manager, a controller, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Client's assets, undertakings or business;
 - (f) The Client becomes insolvent or is otherwise unable to pay its debts as and when they become due.
 - (g) The Contractor's/ Hosted Worker's assignment will end at the expiration of the contract period as set out in the Assignment Agreement.
 - (h) The Client agrees that it will not terminate or purport to terminate the engagement of the Contractor/ Hosted Worker or to alter the terms on which the Contractor/ Hosted Worker is engaged other than in accordance with the express terms of this Agreement.
 - (i) If the Client terminates the services of the Contractor/ Hosted Worker in breach of this clause, the Client agrees that it will indemnify People Priority One Pty Ltd for any liability, damages, expenses, costs or compensation People Priority One Pty Ltd may incur as a result of any proceedings which may be commenced, or claims that may be made by the Contractor/ Hosted Worker arising out of, or in any way related to the termination of the Contractor's/ Hosted Worker's services.

13 NOTICES

- 13.1 Notices under this Agreement may be delivered by hand, by registered mail, by email, or by facsimile to the address of the parties specified in or notified pursuant to this Agreement.
- 13.2 Notice will be deemed given: -

- (a) the case of hand delivered or registered mail, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- (b) In the case of email, upon return receipt; and
- (c) In the case of facsimile, upon proof of completion of transmission.

14 AMENDMENTS

People Priority One Pty Ltd may amend the terms and conditions of this Agreement by giving the Client notice in writing.

15 SURVIVING OBLIGATIONS

The indemnities in this Agreement are continuing obligations independent from the other obligations of the parties under this Agreement and continue after this Agreement ends.

9 CONFIDENTIALITY

- 9.1 People Priority One Pty Ltd undertakes to maintain confidentiality in all its dealings with clients and candidates, contractors and Hosted Workers.
- 9.2 The responsibility for the protection of the Client's confidential information and intellectual property lies solely with the Client. People Priority One Pty Ltd is not liable for any claim arising from the Client's confidential information and intellectual property.
- 9.3 People Priority One will treat all information relating to the clients organization with the utmost care and respect, and will not disclose confidential information to any unauthorised party unless legally required to do so.
- 9.4 Any information on candidates, Contractors or Hosted Workers provided to the Client is confidential and must not be disclosed to any unauthorised party.

10 INTRODUCTION OF CANDIDATE

- 10.1 If a Candidate introduced by People Priority One Pty Ltd is employed directly by the Client, any other division, related or associated organization or employer of the Client, a fee of 12.5% of the commencing salary of the Candidate will be payable by the client as a single amount to People Priority One Pty Ltd. This applies for a three (3) month period from the date the Candidate is introduced to you.
- 10.2 If a Candidate or his/her details are introduced to, or passed on to anyone other than the Client to whom People Priority One Pty Ltd introduces the Candidate, and that introduction results in the permanent employment or temporary engagement of the Candidate, the Client is liable to pay People Priority One Pty Ltd the appropriate placement fee pursuant as stated in clause 10.1.
- 10.3 If a Candidate introduces another Candidate to the Client and that introduction results in permanent employment or temporary engagement, the Client is liable to pay People Priority One Pty Ltd the appropriate placement fee as stated in to clause 10.1.

11 LIABILITY OF PEOPLE PRIORITY ONE

- 11.1 People Priority One Pty Ltd is not responsible for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the Client or for which the Client may become liable, arising out of the introduction by People Priority One Pty Ltd of Candidates, Contractors or Hosted Workers.
- 11.2 People Priority One Pty Ltd is not responsible for errors, omissions or incorrect conclusions in the details provided concerning Candidates. Clients are responsible for the final recruitment decision and must satisfy themselves as to the suitability of the Candidate for the position or assignment.
- 11.3 The Client indemnifies People Priority One Pty Ltd in respect of any claim arising from, or related to:
 - (a) any failure or alleged failure of a Candidate, Contractor or Hosted Worker to duly perform his/her obligations;
 - (b) personal injury or death of a Candidate, Contractor or Hosted Worker or any other person howsoever arising from, or related to the performance by a Candidate, Contractor or Hosted Worker of his/her obligations; and
 - (c) damage to any property arising from, or related to the performance by a Candidate, Contractor or Hosted Worker of his/her obligations.
- 11.4 It is the client's responsibility to hold professional indemnity insurance and public liability insurance for all Candidates/Contractors/ Hosted Workers.

12 DISPUTE RESOLUTION

- 12.1 The parties will use their best endeavours to resolve any disputes arising under this Agreement in good faith and without resort to legal or arbitration proceedings.
- 12.2 In the event the dispute cannot be resolved within fifteen (15) business days of notice under this clause, unless the parties are able to agree on another form of dispute resolution, the parties agree to submit the dispute to mediation. In the absence of agreement, the mediator will be nominated by the President of the Law Council of Australia (or his or her nominee) and the mediation will be conducted in accordance with the Australian Commercial Disputes Centre Guidelines for Commercial Mediation.
- 12.3 Nothing in this section prevents a party from applying to a court for urgent equitable relief.