

Mob Contracting Australia

TERMS AND CONDITIONS

TERMINOLOGY

Client: is also referred to as “the client”, and/or “clients”, and/or “host employer”, and/or “you”.

Also called a Host Employer or Host, means a person who uses an agent for the supply of workers to carry out work at their workplace;

Mob Contracting: is also referred to as “we”, and/or “us”, and/or “our”.

Agent: also called the labour hire agent, means a person that carries on a business of providing workers to carry out work for clients of the agent, and includes a group training organisation as defined under the Industrial Relations Act 1979;

Worker: includes an employee or contractor;
Labour Hire Worker: exists where:

- An agent has remuneration agreed with the host employer (client) to provide a worker to do work for the client;
- there is no contract of employment between the worker and the client in relation to the work;
- there is an agreement (which may be a contract of employment) between the worker and the agent about carrying out the work, including in respect to remuneration and other entitlements; and
- the agreement applies to the carrying out of the work by the worker for the client.

Our Terms & Conditions outline our standard Services, Terms of Business, Charges and other conditions.

SERVICES

Our services are tailored to suit your requirements. One or more of the below services can be provided to you upon request:

Labour Hire

Labour Hire is where the host employer (also known also as the client) engages our casual labour hire employee(s) on an agreed assignment.

Whilst we pay our employee(s) directly the host employer also takes part responsibilities as a host employer. Labour Hire charges are inclusive of Employee Wage Payment(s), PAYG Withholding, Superannuation Guarantee Contributions, Portable Long Service Leave Contributions (if applicable), Payroll Tax (if applicable), Cover for Workers Compensation and other required insurances.

Permanent Placements

Permanent Placement is where the host employer (also known also as the client) engages our candidate(s) or employee(s) directly and pays us an agreed charge. The host employer pays the candidate(s) or employee(s) directly and is solely responsible as their employer.

All the ground work is done for the client to provide quality candidates and employees. We advertise, screen and interview candidates and employees and present the top candidates or employees for selection.

TERMS OF BUSINESS

1 AGREEMENT

1.1 The clauses set out in the “Terms of Business,” constitute the contractual basis of granting an account and conducting business with Mob Contracting. Acceptance of these Terms of Business is accepted upon signing the contract and will apply to the first and any subsequent employee introduced to the client.

1.2 All parties in agreement agree to uphold their obligations as stated in these Terms of Business and any Special Conditions within this contract.

1.3 This contract covers the entire agreement between the parties in agreement and no previous representation, undertaking or oral terms will form part of this contract.

1.4 Unless stated in this contract, no amendment or variation of the contract is valid or binding on a party unless made in writing and signed by Mob Contracting and the client. This excludes any changes in minimum pay conditions and/or legislations that will require adjustment. (See clause 3.2)

2 PRIVACIES

2.1 All information provided by Mob Contracting is to be handled and stored in accordance with the provisions of the Privacy Act 1988. By signing this contract, you agree to comply with your obligations under the Act and any future amendments to such laws.

2.2 Any information collected will be handled and stored in accordance to all governing bodies and legislations.

3 AWARDS & LEGISLATION

3.1 The client is required to notify Mob Contracting of any Modern Award and Classification, Agreement (such as but not limited to; Collective or Enterprise Agreements) or any other industrial instrument applicable to its workforce that will affect Mob Contracting employees.

3.2 Minimum pay conditions from Fair Work Australia must be upheld and paid to Mob Contracting employees. If there are any changes or amendments to a Modern Award you will be notified in writing and a new agreement when delivered to the client will

take precedence over this agreement, all changes will be charged in line with your current charge structure.

3.3 If any changes occur to any relevant legislation, superannuation or any other requirements through the course of this contract, any statutory obligations must be adhered to by the both the client & Mob Contracting. If required any changes will be charged accordingly.

4 JOB DESCRIPTIONS

4.1 The client agrees to provide Mob Contracting with a detailed description of the job requirements of the position(s) to be filled and any modern award(s) by Fair Work Australia, classification(s) or pay grade(s) applicable. It is also the clients’ responsibility to notify Mob Contracting in any event where they are aware of a change which has taken place relevant to that modern award, otherwise it may be necessary for Mob Contracting to recover the difference in order to maintain their obligations to employees and the relevant legislations.

4.2 Mob Contracting will make every reasonable effort to verify that a labour hire employee holds the relevant qualifications, tickets or certifications as required by the client, but does not warrant their ability to carry out any specific tasks by holding such documentation.

4.3 It is the responsibility of the client to ensure that the assignment of tasks is done with due consideration and assessment of the skill level, competence and experience of our labour hire employee(s).

4.4 Should the job description or tasks of an assignment change at any time, the client must advise Mob Contracting immediately.

5 PERMANENT PLACEMENT TERMS

Permanent Placement

5.1 Permanent Placement is defined as the client or any of their related or associated companies who; Directly engage any of our candidate(s), employee(s) existing or assigned labour hire employee(s) or Directly engages Mob Contracting for permanent placement services.

5.2 Once a candidate or employee engages employment with the client, the candidate or employee will then be a direct employee subject to the client’s control and direction. The client will therefore be fully liable for the candidate(s) or employee(s).

5.3 Mob Contracting will make every reasonable effort to ensure that the candidate(s) or employee(s) suit the client’s requirements, but the final decision will remain with the client.

Replacement Guarantee

5.4 Any client who has engaged in a Permanent Placement with Mob Contracting and has paid their invoice within the payment terms, will be provided with one replacement employee in the event of;

A Permanent Placement being deemed unsuitable for the job requirements within the 13 weeks guarantee period, provided that the Directors of Mob Contracting share the same view. Or, a permanent placement who does not stay the full 13 week guarantee period.

5.5 In the event of seeking a replacement, the client must provide Mob Contracting with written notice within the first 4 weeks of the placement start date and a copy of the termination letter if the employees' employment has been terminated.

Permanent Placement Charge

5.6 A Permanent Placement charge of 12% excl. GST will be invoiced to any Permanent Placement, based on the annual salary inclusive of superannuation contributions and any benefits. In the event that the annual salary cannot be accurately established, the rate will be calculated at an average market annual salary.

5.7 A Permanent Placement charge is payable to Mob Contracting by the client for any candidate(s) or employee(s); That is introduced under any of the Permanent Placement clauses, directly or indirectly and subsequently accepts an engagement for full time, part time, casual, labour hire positions and any set period contract, or Prior to having completed 494 hours or 13 weeks (whichever is greater) contracted through Mob Contracting by the client for the candidate(s) or employee(s). If a candidate or employee is engaged directly by the client after a six-month period from first being introduced a Permanent Placement charge will not be applicable, provided that the Directors of Mob Contracting share the same view.

6 LABOUR HIRE TERMS

Labour Hire

6.1 Labour Hire is where the client engages Mob Contracting employee(s) on a contractor basis for agreed assignment terms.

6.2 Sub-Contractors:

Mob Contracting Australia reserve the right to use sub-contractors in the performance of our services. By agreeing to these Terms and Conditions, you acknowledge that we may use sub-contractors in the provision of our services. We will use reasonable effort to ensure that any sub-contractors we engage are competent and capable of providing the services required. While we take all reasonable steps to ensure our sub-contractors comply with any relevant legislation or regulation, we cannot be held responsible for any act or omission of a sub-contractor.

You agree not to approach or engage any sub-contractors used by us directly or indirectly. We reserve the right to take legal action against you for any loss or damage we may

suffer as a result of any breach of this agreement.

You agree to indemnify and hold us harmless against any claims, damages, or losses that we may suffer as a result of any act or omission of a sub-contractor. This includes any breach of this agreement or any breach of applicable law or regulation by the sub-contractor.

Minimum Period of Hire

6.3 A 4-hour minimum assignment applies per day unless a prior arrangement has been made but must be no less than stated in the relevant Modern Award by Fair Work Australia. If an assignment is completed prior to the minimum hours being completed, the 4-hour pay, and charge will apply for all Mob Contracting labour hire employee(s).

Ending an Assignment

6.4 Written notice must be provided by the client and confirmed with Mob Contracting if any assignment is to be cancelled or is no longer required. This must be done and confirmed before the close of business (5pm) the day prior to any assignment, otherwise the full 4 hours minimum pay and charge will apply for each employee assigned.

Payroll Allowances/On-Cost

6.5 Any payroll allowances or on-costs will apply as per the charges within the agreement.

Overtime/Hours Worked Outside Agreed Terms

6.6 If the client requires an Mob Contracting labour hire employee to work outside the agreed Pay Conditions, then the minimum pay and conditions based on the relevant modern award by Fair Work Australia will apply. All charges will be in line with your current charge structure.

Suitability Guarantee

6.7 The client must notify Mob Contracting if a labour hire employee is deemed unsuitable for the assignment within the first 4 hours. No charges may apply for the employee, provided that the Directors of Mob Contracting share the same view and are given the opportunity to supply a suitable replacement.

Liability & Damages Disclaimer

6.8 The client will be responsible for all acts, errors or omissions on behalf of any Mob Contracting labour hire employee. Mob Contracting will not be liable for any losses, damages, fires, thefts or any liabilities and expenses arising from an Mob Contracting labour hire employee including to the client or their employees.

Charges

6.9 Charges as per the agreement are inclusive of Employee Wage Payment(s),

PAYG Withholding, Superannuation Guarantee Contributions, Portable Long Service Leave Contributions (if applicable), Payroll Tax (if applicable), Cover for Workers Compensation and other required insurances. No other services, goods or charges are included unless stated under Special Conditions or Additional Goods & Services.

Invoicing

6.10 Mob Contracting will issue Tax Invoice(s) containing clear details of the charges along with any information/attachments received for payroll. GST will appear separately (if applicable).

7 CHARGES

Charges

7.1 Charges will be as per the charges agreed.

8 PAYMENTS

8.1 Each invoice is payable in full without any deductions or retention of monies.

8.2 The client is to make payment as agreed. At Mob Contracting discretion an interest penalty of 10% may apply on all accounts that exceed 30 days.

8.3 After an account exceeds 60 days past due date, then we will have no further option but to take legal action. In this circumstance, you will be liable for all costs associated with this, e.g.: Legal, court etc. and any future purchases will be strictly COD.

8.4 Mob Contracting is entitled to cancel and/or refuse credit or an account at any time.

9 WORK HEALTH AND SAFETY

9.1 The client must ensure that their workplace is safe, free from any risk of injury and must always adhere to their obligations under *The Work Health and Safety Act 2020* and any other law or legislation applicable to the safety of employees.

9.2 The client has a duty of care to ensure that there is provision of; a safe work environment, safe work practices/systems and adequate supervision & training.

9.3 The client must provide a thorough workplace & site induction (including equipment, amenities, evacuation procedures, eliminating hazards and controlling risk specific to site) on the first day of any employee's assignment. The employee must be further made aware of any safety policy & procedures relevant to that site and any changes that have taken place by the client.

9.4 The client must notify Mob Contracting Australia of any accidents/incidents or any other matters relating to the wellbeing of any employee immediately and provide any reports or records to support the incident.

9.5 The client must provide all Mob Contracting employees with all the PPE

(Personal Protective Equipment) required for any duties carried out. (See clause 17.1)

9.6 The client will be liable to bear any costs or penalties incurred because of a breach of the Work Health and Safety breach on their part.

10 SITE INDUCTIONS/TRAINING

10.1 Mob Contracting will arrange all site-specific inductions required at the cost of the Mob Contracting employee or where applicable, the client.

11 DRUG & ALCOHOL TESTING / MEDICAL

11.1 Mob Contracting can arrange all Drug & Alcohol Screenings and/or Medicals as required on behalf of the client. If required, this can be charged to the clients preferred account directly, or charged to Mob Contracting's preferred supplier accounts and billed to the client, see charges. Further testing costs are not covered and will be charged accordingly if required by the client.

12 DRESS STANDARDS

12.1 Mob Contracting employees are briefed and required to uphold any dress codes/standards required by the client.

13 FLIGHTS/LONG DISTANCE TRAVEL

13.1 If a Mob Contracting employee is required to travel for an assignment the normal/agreed pay and charges will apply for the time of travel unless agreed under Special Conditions.

14 ACCOMMODATION

14.1 Accommodation & access to amenities must be provided by the client to Mob Contracting employees for the entire duration of their assignment or while they are on-site where they cannot reasonably return home each night.

15 PERSONAL TOOLS / BELONGINGS

15.1 Should a Mob Contracting employee(s) personal tools/belongings be left onsite requiring retrieval, the client will comply within 7 days.

16 PPE (Personal Protective Equipment)

16.1 It is the client and employees' responsibility that all PPE (Personal Protective Equipment) is provided and worn by Mob Contracting employees always.

17 WORKPLACE CONDITIONS

17.1 Mob Contracting is an equal employment opportunity provider and trust that the client will uphold their responsibility to provide all Mob Contracting employees with a fair, harassment and risk-free workplace in accordance with all laws and legislations.

17.2 Mob Contracting employees must be treated equally to the clients' employees and be included in any toolbox meeting for site and/or safety requirements.

18 VALIDITIES

18.1 If any clause or part thereof contained in these Terms of Business for any reason whatsoever become invalid, the remainder of the contract will stay the same and will not be affected.

19 CONFIDENTIALITIES

19.1 Any information provided to the client by Mob Contracting is to be kept confidential and shall not be copied or disclosed to any third party without prior written consent from executive management.

COMMERCIAL NOTES

All charges provided are valid for fourteen days. Charge Rates will be reviewed annually. If there are no changes to charge rates required at the annual review, the contract will continue as normal. *(see clause 3.2 & 3.3) If changes to the rates are required, a new contract will be issued for signed approval by the client.

All Prices are quoted in AUD (Australian Dollars) and are exclusive of GST (Goods & Services Tax).

SPECIAL CONDITIONS OF CONTRACT

Mob Contracting will ensure candidates are of high quality and meet suitability expectations as required by the client.

DUTIES OF LABOUR HIRE AGENTS AND HOST EMPLOYERS

It is important to understand that labour hire agents and host employers both have responsibilities under The Work Health and Safety Act 2020 (the Act) for the safety of labour hire workers. A labour hire agent cannot 'pass on' its legal duty of care, even if the host employer agrees to this.

For agents and hosts, WHS obligations as an employer extend to labour hire workers. The same general duties of care that apply to an employer apply to both the agent and the host, in relation to matters over which each has the capacity to exercise control. Even though the agent will not always have direct control or management of the workplaces involved, the duty of care remains as an employer to your workers.

Terminology

Reporting of injuries & diseases to WorkSafe on 1800 678 198

Work related deaths and certain types of injuries and diseases must be reported to WorkSafe. Reporting must be done by both the agent and work-related deaths and certain types of injuries and diseases must be

reported to WorkSafe. Reporting must be done by both the agent and the client.

Notification of injuries and diseases must be made using a notification form (called 'Form 1 Notification of Injury'), available from WorkSafe on 1300 307 877 or from www.worksafe.wa.gov.au

Common Hazards and issues are:

- Manual Tasks
 - Electricity
 - Slips, trips and falls
 - Working at heights
 - Mobile plant
 - Machine guarding
 - Language and literacy issues
- Further information is available from www.worksafe.wa.gov.au

STANDARD TERMS OF PAYMENT

- Labour hire – 7 days from date of invoice.
- Permanent Placement – 14 days from date of invoice.
- Each invoice is payable in full without any deductions or retention of monies.
- At Mob Contracting discretion an interest penalty of 10% may apply on all accounts that exceed 30 days.
- After an account exceeds 60 days past due date, then we will have no further option but to take legal action. In this circumstance, you will be liable for all costs associated with this, e.g.: Legal, court etc. and any future purchases will be strictly COD.