

Standard Conditions of Hire

Hourly hire rates are inclusive of Workcover, Public Liability Insurance (\$20,000,000 cover) Annual Leave, Sick Leave, Redundancy and Superannuation.

Charge rates are based on relevant awards and which is either 35/36 or 38-hour week whichever is applicable to each client.

GST – Goods and services tax is not included in the hourly hire rates (to be charged separately).

Minimum period of hire shall be one complete day's work, applicable to the location, excepting overtime, which is worked as requested by the hirer. For callouts after hours, minimum 4 hrs charged at the appropriate rate.

Allowances: travel allowance will be charged extra to the hourly hire rate up to 35km from Mentone or Tullamarine Office whichever is applicable, outside of that radius, award provisions will apply.

All other allowances (e.g. dirt, site, confined space, meals etc.) will be charged at cost plus 15%

Higher rates of pay for similar classifications. Where a client's pay rate exceeds those of Chelgrave Contracting Australia Pty. Ltd. our charge rates will be adjusted to cater for the higher pay rate.

Retention of employees If the client or related entity (as defined in section 9 of the corporation law) or related business employs Chelgrave's employees that are on hire or have been on hire (within a 6 months' period from completion of hire) are employed by the client either directly or indirectly (unless prior arrangements have been agreed and signed in writing) a placement fee equivalent to 12% of the annual gross salary will be charged for each employee that is applicable to this clause.

Supervision all Chelgrave employees supplied on hourly hire are the responsibility of the client this includes OH&S as well as work practices and procedures any change in the employees work duties will require the client to notify Chelgrave and the employee prior to the change, to ensure all parties are aware of any changes to OH&S or payment/charges etc.

Client's premises the client will ensure their workplace complies with all relevant Occupational health and Safety Regulations, associated legislation, regulations and codes and practices. The client will also ensure that all Chelgrave employees are given the relevant on the job training and instructions to ensure all works are carried out in a safe and efficient manner. Chelgrave representatives to have access to the clients' facility on a weekly basis to collect time sheets and provide personal protective equipment for our employee as required.

No claims for credit will be accepted after payment due date.

Timesheets and Invoices signed time sheets are required weekly. They are proof of work carried out by our employees and are to be signed by a nominated client representative. Invoices will be faxed weekly and are due for full payment 7 days from Date of Invoice.

Permanent placements as an additional service we can put forward candidates for any position that may be required saving time and money spent on advertising, taking phone calls, interviewing etc.; this service would be charged at 12% of gross annual salary or 12 months' minimum hire.

Acceptance the placement of an order for Chelgrave services either verbally or in writing signifies the client's acceptance of Chelgrave's terms and conditions outlined above (order can be written / verbal or implied).

Client obligations the client acknowledges that we are not performing the services required of our employees or independent contractors; but are instead the supplier of our employees and independent contractors, at the client's request, to perform the work that it has requested. From the time that our employees or independent contractor reports to the client for their duties they are under the care, control and supervision of the client for the duration of the assignment.

In the circumstances, the client agrees;

A. To indemnify us to the full extent of our liability to any party for all damage, loss or injury of whatsoever nature or kind, howsoever caused, whether by our negligence or the negligence of one of our employees or independent contractors, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of any work performed for or on behalf of the client, but only to the extent permitted by law; and

B. To indemnify us from all claims which the client or any other person claiming through the client now have or has or might have in the future, in respect of our liability for any damage, loss or injury to or death of our employees and independent contractors, or any other person, to the extent that our liability is not required by law to be covered by insurance or other suitable and permissible statutory indemnity or self-insurance arrangement, or if not so required is not covered thereby.

The above conditions and rates are subject to revision following industrial relations commission decisions or award variations beyond our control.

Signed _____ Date: _____

Name: _____ Title: _____