



# Client Terms of Engagement

## Placement of CONTRACT/TEMPORARY Employees

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### Parties

**Windsor Recruitment**                      **Lochinvar Personnel Pty Ltd trading as Windsor Recruitment**

**ACN 084 242 071**

Level 4, 232 Adelaide Street, Brisbane, Queensland, 4001

**Client**                                      **Name:**

**ACN:**

**Address:**

### Agreed Terms

#### **1 Assignments – Contract/Temporary**

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- (a) The Client wishes to engage Windsor Recruitment to supply Windsor Recruitment's Employee or Employees on a contract/temporary basis to meet the Client's requirements.
- (b) Each assignment of Employees to the Client will be subject to these Terms of Engagement and the Client Assignment Confirmation that is forwarded to the Client by Windsor Recruitment prior to the start of each assignment.
- (c) The Client must advise Windsor Recruitment immediately if it wishes to change the requirements for the assignment. This includes advising Windsor Recruitment immediately if there is any change in the job description or work required of the Employee as this may affect the award classification and therefore the wage rate payable to the Employee.
- (d) The Parties may agree to vary or add to the assignment. Any such variation must be agreed to by the Parties in writing and must specify how much Windsor Recruitment is entitled to charge the Client for the provision of any new services.

#### **2 Employees – Contract/Temporary**

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- (a) Windsor Recruitment agrees to pay the remuneration due to the Employees (net of taxes and other deductions required to be withheld by law) in respect of each assignment undertaken by the Employee for the Client.

- (b) Windsor Recruitment will use its best endeavours to ensure that the Employees are competent and have the necessary skills to undertake the assignment. Whilst every effort will be made by Windsor Recruitment to ensure that Employees with a reasonable standard of skill, integrity and reliability are supplied with regard to the requirements of the assignment, no liability is accepted by Windsor Recruitment for any loss, expense, damage or delay arising from any failure to provide Employees with particular characteristics for all or part of the period of the assignment nor is any liability accepted arising from the negligence, dishonesty, misconduct or lack of skill of Employees so provided. The Client hereby expressly releases and discharges Windsor Recruitment from any such liability whether in contract, tort or otherwise.

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### **Replacement Employees – Contract/Temporary**

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- (c) The assignment will be undertaken through the Employees named in the Client Assignment Confirmation, unless Windsor Recruitment provides replacement Employees. In this event, the provisions of these Terms of Engagement and the Client Assignment Confirmation will continue to apply. References to 'Employees' in these Terms of Engagement includes any Replacement Employees.

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### **3 Fees – Contract/Temporary**

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- (a) The Client agrees to pay to Windsor Recruitment the hourly charge or fees set out in the Client Assignment Confirmation.
- (b) All charges or fees set out in the Client Assignment Confirmation are exclusive of GST (unless otherwise stated) and GST must be paid in addition by the Client.
- (c) The Client will be invoiced for the agreed fees on a weekly basis.
- (d) Other expenses such as travel and accommodation will be charged for if applicable. Such expenses are not incurred without the Client's prior agreement.
- (e) Windsor Recruitment's fee structure is based on prompt payment and payment is required to be made within **seven (7) days** from the date of each invoice issued by Windsor Recruitment to the Client. Failure to remit payment in a prompt fashion will result in Windsor Recruitment being unable to provide further Employees on assignment to the Client.
- (f) If, during the assignment, any changes occur in applicable industrial legislation, agreements, awards, taxes, provisions or allowances, Windsor Recruitment may amend the charge rates specified in the Client Assignment Confirmation. Increases will become applicable from the effective date of the change in the legislation, agreements, awards, taxes, provisions or allowances. These changes include changes to minimum award rates, superannuation, workers compensation and associated charges ratified by the relevant statutory or other bodies.

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### **4 Time sheets and hours – Contract/Temporary**

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- (a) Time sheets must be completed by the Employee and then presented to the Client for approval weekly, prior to being forwarded to Windsor Recruitment by 5:00pm each Friday.

- (b) The Client agrees to verify and sign the Employee's time sheet (in the form approved by Windsor Recruitment) each week. Employees' wages and Windsor Recruitment's invoices are calculated and processed directly from the authorised time sheets and payment for hours worked is made to Employees prior to invoicing to the Client.
- (c) A signature by an authorised representative of the Client on a paper timesheet will be taken as verification that work was completed satisfactorily, hours are correct and that the Client will pay an invoice reflecting the hours recorded on the time sheet.
- (d) Failure to sign the time sheet does not alter the Client's liability to pay for the hours worked.
- (e) All assignments must be for a minimum of four (4) continuous hours of work. If the assignment is for less than four continuous hours, a minimum payment of four (4) hours must be made by the Client to Windsor Recruitment.
- (f) Overtime is paid to Employees in accordance with the Notional Agreement Preserving A State Award derived from the *Clerical Employees Award - State 2002 (NAPSA)*. The Client will be invoiced for overtime rates in accordance with that NAPSA. Currently, the NAPSA provides as follows:
  - (i) All time worked outside the hours of 6:30am to 6:30pm on Mondays to Fridays inclusive or in excess of 8 hours on any one day or 38 hours in any one week shall be paid for at overtime rates; and
  - (ii) Overtime rates are time and a half for the first three (3) hours and double time for all work in excess of three (3) hours on any one day.

## **5 Safety – Contract/Temporary**

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The Client undertakes to provide a safe working environment, maintain compliance with relevant statutory requirements and to properly instruct the Employees in their specific tasks to ensure the assignment is performed correctly.

## **6 Placement Fee – Contract/Temporary**

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- (a) Employees engaged to work on the assignment for the Client are Windsor Recruitment employees. The purpose of this clause is to ensure that Windsor Recruitment does not suffer any detriment to its legitimate business interests through its introduction of Employees to the Client. The Client agrees that:
  - (i) The terms of this clause are reasonable and necessary to protect Windsor Recruitment's legitimate business interests; and
  - (ii) The Client's obligations under this clause continue indefinitely after each assignment of Employees to the Client.
- (b) In the event that the Client (or an associated company or employer) would like to retain a contract/temporary Employee on a permanent basis or for a specified period or task, Windsor Recruitment will arrange for the Employee to be released from their services and the Client will be charged the Placement Fee as contained in Schedule A – 'Schedule of Placement Fees'.

- (c) The Placement Fee will be payable by the Client where:
  - (i) An offer of employment (in any position) is made by the Client (or an associated company or employer) to an Employee introduced by Windsor Recruitment to the Client and the employment commences at any time within a twelve (12) month period from the commencement date or completion date, whichever is the latter, of the assignment on which the Employee first worked for the Client;
  - (ii) If clause 6(c)(i) does not apply, an offer of employment (in any position) is made by the Client (or an associated company or employer) to any Employee or former Employee of Windsor Recruitment and the employment commences within six (6) months after that person leaves employment with Windsor Recruitment; or
  - (iii) Windsor Recruitment has placed an Employee with the Client and the Client refers the Employee to another potential employer who subsequently hires the Employee within a twelve (12) month period from the commencement date or completion date, whichever is the latter, of the assignment on which the Employee first worked for the Client through Windsor Recruitment.
- (d) If the Client engages an Employee in any of the circumstances described in clause 6(b) or 6(c), the Client agrees to notify Windsor Recruitment within seven (7) days of engaging that person.

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### **Placement Fee – Permanent**

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- (e) The Placement Fee is payable within fourteen (14) days from the date of the invoice for the Placement Fee issued by Windsor Recruitment to the Client.
- (f) The Placement Fee is calculated with reference to the commencing gross annual remuneration package offered to the Employee in any of the circumstances described in clause 6(b) or 6(c). This includes superannuation, car allowances, bonuses and incentives and the Placement Fees for the various categories are as contained in Schedule A - 'Schedule of Placement Fees'.
- (g) A minimum fee of \$5,000 will be charged.

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## **7 Liability**

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- (a) To the extent permitted by law, Windsor Recruitment will not be responsible in tort, contract or otherwise for any loss or damage suffered by the Client, whether or not the loss or damage occurs in the course of performance by Windsor Recruitment or Windsor Recruitment's Employees of the assignment described in the Client Assignment Confirmation or other services or events which are in the contemplation of Windsor Recruitment or the Client or events which are foreseeable by Windsor Recruitment or the Client.
- (b) To the extent that liability has not been effectively excluded by clause 7(a), then Windsor Recruitment (at its election) limits its liability to:
  - (i) The supply of the particular service again; or
  - (ii) The payment of the cost of supplying the particular service again.

## **8 Insurance**

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- (a) Windsor Recruitment must at all times during each assignment and at its own cost, maintain effective:
  - (i) Workers Compensation insurance for the Employees in compliance with applicable laws and regulations;
  - (ii) Public Liability insurance in respect of bodily injury (including death) and property damage for a limit of no less than \$10,000,000;
  - (iii) Professional Indemnity insurance for a limit of no less than \$10,000,000.
- (b) The Client must maintain full insurance cover for any claim which an Employee may have against the Client arising out of, but not limited to, the Client's occupation of premises, any act or omission of the Client in relation to any machinery, equipment or vehicles to be used by an Employee or any other matters of general workplace liability.
- (c) The Client must disclose these Terms of Engagement to its public liability insurer and, upon request, provide evidence to Windsor Recruitment that it holds sufficient insurance to meet any obligation arising under these Terms of Engagement and any Client Assignment Confirmation.

## **9 Termination**

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- (a) Windsor Recruitment may discontinue the assignment of an Employee to the Client without notice for reasons including:
  - (i) Scheduling that means the Employee is required elsewhere and Windsor Recruitment is unable to provide a replacement Employee;
  - (ii) Job requirements significantly different to those agreed upon;
  - (iii) The Client failing to pay for services rendered;
  - (iv) A place of work or system of work which, in the reasonable opinion of Windsor Recruitment, is unsafe;
  - (v) For any unforeseen circumstance or reason as advised by Windsor Recruitment and not rectified by the Client within two days of receipt of written notice from Windsor Recruitment; or
  - (vi) The Client commits a serious breach of any of these Terms of Engagement or the Client Assignment Confirmation.
- (b) The Client may immediately discontinue the assignment of an Employee to the Client for any reason by giving written notice to Windsor Recruitment.

## 10 General

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- (a) A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.
- (b) In this document:
  - (i) A singular word includes the plural and vice versa;
  - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - (iii) If any day on or by which a person must do something under this document is not a business day, then the person must do it on or by the next business day; and
  - (iv) A reference to 'month' means calendar month.

## Acceptance

I understand and agree to the above Terms of Engagement, and I am authorised to sign on the Client's behalf.

Client's Name: ..... Authorised Signature: .....  
Print Name: ..... Position Held: .....  
Date: .....