

ASSEMBLE.

Terms of Engagement

These terms will apply to each and every assignment you undertake and/or are engaged on. You understand that this agreement will apply to you once you have registered with ASSEMBLE and have therefore requested that ASSEMBLE arrange assignments for you.

If you accept an assignment ASSEMBLE and its clients, it is deemed that you will have accepted the terms of this contract of service, irrespective of whether you have signed it.

1. Position

You are employed as a contractor on a casual/temporary basis. You will be employed on an assignment by assignment basis. Each shift will constitute a new contract of employment. An assignment is a fixed project to be performed for a client of ASSEMBLE without a guaranteed term. You understand that you have no ongoing expectation of work beyond any assignment.

On completion of an assignment, whether satisfactory or otherwise, ASSEMBLE is under no obligation to offer you further assignments. If any future assignments are offered there is no requirement or guarantee that they will be on the same terms and at the same rates or contain the same allowances and benefits.

You understand that ASSEMBLE does not control the length of assignments with its clients, and therefore cannot guarantee work beyond each shift. The client may vary the length of an assignment period or terminate your attendance at an assignment at their absolute discretion as specified in this agreement.

You agree to notify ASSEMBLE and the client as soon as practically possible, but no later than normal start time on each shift, that you are unable to attend a shift during the assignment. You agree to make every possible effort to complete the assignment and in the case of unseen circumstances you are unable to complete the assignment, you will provide the required notice as set out at time of assignment.

2. Award Classifications

ASSEMBLE engages temporary/contract employees to work under the Australian Federal Award. ASSEMBLE uses State and Territory awards when required.

3. Hours

You are engaged on an hourly or daily basis, as required by ASSEMBLE. On each assignment you are not guaranteed a certain number of hours or a regular pattern of work.

4. Overtime and Allowances

If applicable, overtime, shift penalties or other allowances will be calculated in accordance with the provisions of any relevant awards. If no such awards exist you will be compensated at your ordinary hourly or daily rate, and only for each hour worked.

5. Remuneration

You will be remunerated on an hourly or daily basis depending on the assignment. Your hourly or daily rate of pay as a contractor includes a loading in lieu of annual leave, sick leave, personal/carer's leave, severance pay, notice on termination, long service leave, public holidays and any other such benefits prescribed by statute and available to full time or part time employees unless otherwise prescribed by statute or an applicable award. You will not be paid any amount in excess of the hourly or daily rate except for any approved overtime as negotiated with the client before the assignment is commenced or expenses paid (to be reimbursed).

6. Superannuation

Payment of superannuation is governed by, and will be in accordance with, the superannuation guarantee legislation. If eligible, you understand that required contributions will be paid into a superannuation fund nominated by you. You must advise ASSEMBLE within twenty-eight (28) days of your preferred fund otherwise superannuation contributions will be made to ASSEMBLE's default fund.

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7. Expenses

You understand that when expenses are incurred, the following applies:

1. You are responsible for and must pay all expenses incurred in providing the services under the assignment. ASSEMBLE or its clients may pay, reimburse or contribute to a reimbursable expense (including travelling expenses) properly incurred by you or on your behalf with prior agreement with ASSEMBLE.
2. A reimbursement expense is properly incurred if:
 - a) The expense is incurred at the request of the client;
 - b) The expense is properly substantiated;
 - c) Written approval is obtained from the client for the reimbursement of the expense prior to it being incurred;
 - d) A receipt from the provider is submitted with details of the expense and the ABN is displayed on the receipt.

8. Termination

As a casual/temporary employee your employment with ASSEMBLE ends at the end of every shift.

Your employment may be terminated immediately by ASSEMBLE for:

- Serious breach of these terms and conditions and any rights and obligations that apply to your assignment;
- Serious and/or wilful misconduct;
- Dishonesty;
- Your being charged with any criminal offence;
- Conduct that affects the reputation or business of ASSEMBLE;
- Reason that the client terminates that assignment with ASSEMBLE;
- Otherwise it can be terminated at the right of ASSEMBLE on one hour's notice.

9. Policies and Procedures

You agree to adhere to the relevant employee policies, rules and regulations of ASSEMBLE and its clients (your employer). Failure to adhere to policies and procedures may constitute serious and/or wilful misconduct.

10. Warranties and Obligations

You warrant that prior to accepting any assignment you have obtained all necessary and relevant qualifications and skills to undertake the assignment offered, and you have all necessary and relevant licences, registrations or accreditations. You agree to maintain these at your own expense during your employment.

Where you are required to drive your own vehicle for business purposes during business hours, you understand that you must maintain the vehicle in a road worthy condition and have all statutory insurances.

You agree not to drive a company vehicle or operate equipment/machinery whilst on assignment for ASSEMBLE without a current licence, and that you are qualified and/or trained to use.

You warrant that you understand that you must be legally eligible to work in Australia to undertake work for ASSEMBLE and will provide evidence of this as required. This is a requirement under the *Migration Act 1958* and failure to provide correct information will invalidate these terms of engagement and require you to indemnify ASSEMBLE for any losses, liabilities or fines incurred or suffered by you as a result of any false statement.

Immediately that you become aware of a complaint from a client concerning any aspect of your work on an assignment with the client, or a complaint is made against you, or you are accused of a criminal offence, you will notify ASSEMBLE.

Where the services you perform for the client are deemed unsatisfactory in the opinion of the client, you agree to make good all defects in the performance of the services.

Where you are required to use your own equipment to perform the tasks and duties set out by the client, you warrant that the equipment is in proper working order.

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Where the equipment utilised by you is a computer, you agree to take responsibility for the downtime (you will not charge for your time whilst the computer equipment is not in working condition) due to any malfunction of computer equipment and will ensure software utilised is licensed and virus free. You understand that you must not introduce by any means any software, program or data into the client's computer equipment without prior authority from the client.

You acknowledge and accept that any property provided to you by ASSEMBLE or the client remains the property of ASSEMBLE or the client and shall be returned prior to the assignment ending or on demand. Furthermore, you acknowledge and agree that you are responsible for any damage to such property, whilst it is in your care, custody or control.

You declare that you have not had criminal convictions, finding of guilt or have been imprisoned in the last ten (10) years and understand a security clearance/criminal record check/prohibited persons check may be carried out on you by ASSEMBLE or certain clients of ASSEMBLE. By signing this form you also give your consent to this process. You do not need to disclose traffic infringements.

You warrant that you understand and will comply with your obligations under the relevant workplace health and safety legislation, and not expose yourself as far as reasonably practicable to a risk to your health and safety or to the health and safety of others.

11. Confidential Information

You agree to keep confidential any information obtained during assignments with ASSEMBLE or its clients, which may be considered commercially sensitive or confidential to ASSEMBLE or its clients including but not limited to detailed information relating to the clients, customers and staff, trade secrets, business methods, software programs, software, hardware, computer systems, any material on a computer not publicly available, business transactions and management systems, confidential business information and other information or know-how not generally to the public.

You acknowledge and agree that:

- You will ascertain and comply with the clients' physical and computer related policies and procedures;
- From time to time you may be required to access a client's computer network including email, internet and various software programs. You understand that the use of such software is for business purposes only and that confidentiality of passwords and information must be maintained at all times. The use of email for personal communication is restricted and should only be done so with the prior permission of your direct supervisor;
- The use of offensive, obscene or discriminatory material is not acceptable and will not be accessed or forwarded to others.

You agree that you will not disclose or use for personal gain any confidential information of ASSEMBLE or its clients to any person, or copy or reproduce any material containing confidential information or use it other than in the course of your employment with Intro Recruitment Solutions.

If it is found that you have caused ASSEMBLE to suffer a liability under the *Privacy Act 1988* as a result of your serious and wilful misconduct you will be liable to indemnify ASSEMBLE against any and all liabilities, losses, claims and damages that it suffers or incurs under the *Privacy Act 1988*.

12. Restraint

For a period of six (6) months ("restraint period") from the cessation of your employment with ASSEMBLE, you agree not to seek or accept employment directly or indirectly with any client, former client, successor of a client, employee or former employee of ASSEMBLE who you worked for or were introduced to ASSEMBLE in the previous twelve (12) months, without the written consent of ASSEMBLE which will not be unreasonably withheld.

You agree that you will not seek or accept a direct offer of employment from another agency for placement with a client of ASSEMBLE whilst currently engaged by ASSEMBLE for a period of two (2) weeks from the cessation of your last assignment with that client, if you have been introduced to that client by ASSEMBLE.

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Where the restraint period is found by a Court of Law to be unenforceable, then a three (3) month restraint period will apply. Where three (3) months is found by a Court of Law to be unenforceable then a forty-five (45) day period will apply.

13. Intellectual Property

When performing a service, you will ensure that you have all the required licences and permission to use any intellectual property which is used in performing the services and shall notify the client immediately if any property, process, matter or thing which is the subject of any patent, copyright, right of interest of any third party is incorporated into any program, design or specification prepared in the performance of services.

You agree to take all necessary actions to transfer ASSEMBLE or its clients (as directed by ASSEMBLE) any interest you have in the intellectual property.

Ownership of all inventions, improvements, designs, creations, developments and other intellectual property relating to or deriving from any of the work performed by you shall be the property of ASSEMBLE or the relevant client. You also agree to waive any moral rights you might have in favour of ASSEMBLE or its clients.

14. Assignment

ASSEMBLE may assign any and all of its rights under these terms and conditions.

15. Severability

Should any part or all of any clause be found by court of competent jurisdiction to be found to be illegal or unenforceable or invalid, it shall be read down or if that is not possible severed from these terms and conditions, and the balance shall continue in force.

16. Workplace Health and Safety

As an ASSEMBLE temporary employee, and under the current *Queensland Work Health and Safety Act 2011* you understand that:

- ASSEMBLE is responsible for statutory Workers' Compensation Insurance. In the event of any incident (near miss)/injury occurring or potential hazard identified during an assignment, you will contact ASSEMBLE with details immediately. When an incident/injury report is completed, you will ensure a copy is provided to Intro ASSEMBLE and the client;
- You shall make yourself aware of and adhere to the client's workplace health and safety policy and procedures, for example emergency evacuation procedures and instructions on the safe method of performing work tasks;
- You shall advise your direct supervisor immediately and then a member of ASSEMBLE if you believe the working conditions are unsafe. You shall not carry out any activity at work that is considered to be unsafe and therefore puts you at risk;
- You shall advise ASSEMBLE if the client does not have established safe work procedures, or is not respecting safety requirements, or is not maintaining equipment in safe working conditions;
- You must advise ASSEMBLE immediately if you are asked to undertake additional duties; assigned to a new position; are directed to use different equipment to that originally required of the job or are asked to use equipment that is not part of your current job;
- You will not work on any equipment or location you are unfamiliar with or unqualified to use, if you have not received adequate training and/or induction by the client or a member of ASSEMBLE;
- You shall advise a member of ASSEMBLE if your duties or work location changes during an assignment;
- You will ensure that you present yourself for work wearing the appropriate clothing and footwear and will not commence work unless wearing the correct personal protective equipment (PPE) and/or noise protection devices, for the intended task, where required;
- You shall ensure that you conduct yourself in a safe and hazard-free manner and do not put yourself or others at risk;

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- You shall accept that on some types of assignments you may be required to undertake a medical examination and have no objection in doing so.

17. Terms and Conditions

These terms and conditions and any other client of ASSEMBLE assignment-related documents, provided to you from time to time, form the entire contract between ASSEMBLE and you for casual/temporary employment. These terms and conditions supersede any previous agreement, representations and/or communications with respect to your employment.

18. Governing Law

The laws of the State or Territory of Australia where these terms and conditions are signed will govern this agreement. Each of the party irrevocably and unconditionally submits to the exclusive jurisdiction of the court of that State or Territory.

19. Acknowledgment

I declare that the employment-related information I have provided to ASSEMBLE is true and correct in all aspects in accordance with clause 10. I am eligible to work in Australia and undertake temporary work for ASSEMBLE and will provide evidence of this if required. If there are any changes to the information provided, I will immediately inform Intro Recruitment Solutions of those changes.

I understand that failure to comply with any of the above statements and conditions of employment or providing false and/or misleading information to ASSEMBLE can and will result in the conclusion of an assignment and your employment.

I have read and fully understand the above terms and conditions and the contents of the ASSEMBLE' Workplace Health and Safety Guide. I agree to be bound by them on each and every assignment I undertake on behalf of ASSEMBLE and its client companies. I accept ASSEMBLE or its clients' rules covering time of attendance at work, and any other conditions of the workplace to which I am assigned.

Name: _____ Signature: _____ Date: ____/____/____