

EIR SA Pty Ltd Labour Hire Terms & Conditions :

General: These conditions apply to the hire of supplementary labour from EIR Group (EIR). Reference to EIR's' employees in these conditions includes all personnel provided by EIR including any EIR subcontractor. EIR will not be bound by any additional conflicting conditions at any time by giving the client a new condition of hire.

All-inclusive Rates: EIR rates are based on the relevant award and/or industrial agreement applicable to EIR employees and include Worker Compensation Insurance, Superannuation, Long Service leave and Redundancy Funds (where applicable), Employee leave entitlements (sick, annual, long service and public holidays) and/or casual loading as applicable.

Terms for the above award payments, Site Agreements and Special allowances: Where the client's rate of pay exceeds those of EIR or where any entitlements such as site allowances, dirt money, meal allowance, redundancy, or other allowances are payable, the client will co-inform EIR. In these circumstances, EIR will pay employees in accordance with the client's higher wage structure and EIR's charge rate to the client will be adjusted accordingly.

Travelling Time: Where applicable a travel charge may be payable in addition to the hourly charge rate, depending upon any applicable award or industrial agreement and/or location of the client's work site.

Public Holidays: Special Rates apply to public holidays which are available on request.

Overtime: Overtime is worked as required by the client and charged accordingly.

Minimum Period for Hire: The minimum hire period is **FOUR** hours (for the hours applicable to the site excepting overtime) unless a greater period is required under any applicable award or industrial agreement.

Surcharge for short-term hire: EIR's hourly rates are based on each employee working 38-hour normal working hours per week.

Supply of Staff: EIR is not liable for any loss or damage (including without limitation consequential loss or damage) if for any reason EIR is unable to supply the personnel required by the client at any time.

Notice of Termination of Hire: Please notify EIR by telephone to let us know that you no longer require EIR workers.

Limitation of Liability: Unless by written agreement between EIR and the client and, save as follows, EIR is not liable for any loss or damage (whether to property belonging to the client or another) or for death or personal injury (whether sustained by personnel of the client or a member of the public or another) caused by or contributed to by an act of omission (negligent or otherwise) of an employee of EIR whilst on hire to the client. To the extent that any such liability cannot lawfully be wholly excluded, the liability of EIR is limited to supplying the relevant goods or services again or (at the option of EIR) paying the cost of replacing the relevant goods or supplying the relevant services again. The client will indemnify EIR and hold EIR harmless in respect of all claims of liability of the kinds mentioned above brought against EIR or its employees.

Permanent Engagement of an EIR Group employee by Client: The client agrees that it will not offer to engage directly any EIR Employee whilst on hire to the client without prior notification to EIR. If within three months of the expiration of any hire, a current or former EIR employee is engaged by the client to perform similar duties to those provided during the hire period, then a placement fee equal to two weeks hire will be payable by the client.

Permanent Engagement of an EIR Group employee by Client: The client agrees that it will not offer to engage directly any EIR Employee whilst on hire to the client without prior notification to EIR. If within three months of the expiration of any hire, a current or former EIR employee is engaged by the client to perform similar duties to those provided during the hire period, then a placement fee equal to two weeks hire will be payable by the client.

Occupational Health and Safety: The client accepts that it is responsible for providing a safe and healthy workplace and safe systems of work for all EIR employees on site and to investigate any incidents and injuries. The client further agrees to; meet its obligations under all applicable legislation, regulations and approved codes of practice. To do all things reasonable and practical to eliminate hazards and control risks to health and safety. To co-ordinate with EIR to provide site and job safety induction for all EIR employees. To advise EIR prior to any fundamental changes to the workplace, work practices of procedure, plant, equipment, materials, or substances which affect the duties of EIR staff in order for them to receive any additional training which may be required. To adequately supervise EIR employees at all times. To immediately notify EIR of any incident or injury involving an EIR employee. To assist in the rehabilitation of EIR employees injured at its site whenever possible by suitable alternative duties. Inspections Permits and Approvals: The client is responsible to obtain and maintain current, all necessary permits, approvals and required by law.

Plant and Equipment: The client must maintain insurance cover in sufficient amount to cover all reasonably foreseeable risks loss or damage to property, whether to the client's property or to the property of another and including without limitation all machinery, motor vehicles and other plant and equipment to which EIR employees may operate or handle during the period of use, or risk of death or personal injury whether sustained by the client's personnel or member of the public caused or contributed to by any act or omission or an EIR employee while on hire to the client whether or not risks are also thereby covered. Such policies of insurance must insure EIR and its employees for their own interest against all such risks.

Payment Terms: Invoices are rendered weekly with accompanying timesheets signed by the authorized client representative. Since the majority of each invoice represents wages which are paid weekly to its employees by EIR, unless otherwise required in writing all invoices are payable within 14 days from the date of invoice. The client shall not adjust invoices without written consent from EIR, either by fax or email. Failure to pay the invoice in full by the due date may incur a late payment fee of 1% of the amount outstanding for each month or part thereof during which it is overdue until the amount due has been paid in full. Failure to pay the invoice in full may result in referral to a debt collection agency. Any costs involved in the adjudication and/or recovery of outstanding debts are recoverable from the client.

GST: Unless otherwise stated in writing, all rates quoted do not include goods and services tax. The client will pay the GST amount to EIR in addition to and at the same time as the rates.

Changes to Rates: EIR may vary its rates at anytime or if there is a change to any statutory on-costs, national wage case or award variation of public liability insurance premium which affects the cost of providing EIR employees. EIR will give the client at least one week's notice of any changes to its rates.