

# Cornerstone HR - Terms & Conditions

These Terms and Conditions of Business are between

Cornerstone HR (VIC) Pty Ltd ACN 617 703 938

Cornerstone HR (QLD) Pty Ltd ACN 617 704 024

Cornerstone HR (WA) Pty Ltd ACN 624 900 376

Cornerstone HR (NSW) Pty Ltd ACN 617 703 901

("Cornerstone HR" or "the Company") and

Client Name : \_\_\_\_\_

ACN: \_\_\_\_\_ ("the Client")

These Terms and Conditions of Business apply to the hire of labour by the Client from the Company and govern the Client's relationship with Cornerstone HR.

## Temporary Staff

### Details and nature of assignment

1. If the Client orders temporary staff for a particular task or service from Cornerstone HR, and Cornerstone HR agrees to supply temporary staff, then these Terms and Conditions of Business will apply to the exclusion of any other agreement or arrangement.
2. The Client will inform the Company of the number and type of temporary staff required and the term of each assignment prior to the commencement of each assignment. The Company will use all reasonable efforts to provide temporary staff with the appropriate skills to fulfill the labour requirements of the Client.
3. The supply of temporary staff to the Client is dependent upon the successful completion of a risk assessment on all tasks to be undertaken by, and all plant/equipment to be used by, the Cornerstone HR temporary staff.
4. Temporary staff remain the employees of the Company or its related bodies corporate (collectively the "Cornerstone HR Group") for the period of any assignment. At all times during the assignment, the temporary staff are under the direction, control and supervision of the Client. For the avoidance of doubt, Cornerstone HR or any other entity within the Cornerstone HR Group is not responsible for the work performed by temporary staff assigned to the Client.
5. Cornerstone HR may replace the assigned temporary staff from time to time with other staff that are suitably qualified. Cornerstone HR will endeavour to provide notice of such replacement where practicable.
6. By placing an order, the Client accepts the Company's current rate for the relevant service. The Client agrees to pay this fee for each hour or part thereof worked by each member of temporary staff supplied.

An authorised Client representative will be required to validate Cornerstone HR Group temporary staff timesheets on a weekly basis. Validation indicates satisfaction with the work completed and accepts responsibility for payment under agreed terms.

7. The minimum period of an assignment for every temporary staff member is four hours. If the Client should cancel an order with insufficient notice to prevent Cornerstone HR temporary staff from arriving on-site then the Client will be liable for a four hour service charge for each cancelled staff member.
8. The Client must immediately notify the Company of any intention to change the duties or tasks to be carried out by Cornerstone HR Group temporary staff, prior to the staff commencing the changed duties, so that the Company can ensure that the selected Cornerstone HR Group temporary staff have the appropriate skills and training to perform those duties, and so that an appropriate risk assessment can be performed on the work site. The Company reserves the right to change the paid hourly rate of temporary staff to one appropriate to the nominated skill requirement and to adjust the charge rate proportionately.

### Payment terms

9. Unless otherwise agreed, Cornerstone HR will invoice the Client weekly after payment of the temporary staff wages. As invoices are for the payment of temporary staff wages, all invoices are payable within 7 days from date of invoice. In accordance with the relevant legislation, services provided shall carry a Goods and Services Tax ("GST") at the prevailing rate.
10. The hourly rates invoiced to the Client include temporary wages and all related on costs applicable by law (including, but not limited to sick pay, workers compensation, superannuation and training). All relevant award or agreement conditions will apply and any overtime or shift work will be invoiced by the Company under the relevant award or agreement.

### Performance concerns

11. The Client should advise Cornerstone HR as soon as is practical if they are not satisfied with the work, performance of service, or behaviour of Cornerstone HR temporary staff.
12. The Client should only communicate directly with Cornerstone HR temporary staff in relation to performance or behaviour issues if:
  - it is life threatening or of another serious nature; and
  - Cornerstone HR is notified immediately of the full details
13. The Client agrees that only Cornerstone HR may direct Cornerstone HR temporary staff not to continue work, to be removed from the workplace or to have their employment terminated.



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## Industrial Relations / Wages

14. Cornerstone HR will be responsible for paying the wages and other remuneration payable by the relevant entity in the Cornerstone HR Group for all temporary staff including statutory employment costs such as payroll tax and superannuation.
15. Cornerstone HR Group must comply with any legal requirements and the conditions of employment including Enterprise Agreements and AWAs.
16. The Client must inform Cornerstone HR of any awards or agreements applicable to the site where temporary staff are to perform the assignment. Should there be any change in the nominated rates of pay applicable to Cornerstone HR temporary staff, the Client agrees to pay the amounts due to the Cornerstone HR temporary staff from the applicable date and the proportional change in margin due to the Company.
17. The Client must not do anything that may cause the Company or any other entity within the Cornerstone HR Group to be in breach of any employment conditions. Cornerstone HR will supply evidence of our statutory compliance (where it is available) within 7 days after receipt of a written request.

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## Industrial Harmony

18. Cornerstone HR Group will not employ staff illegally and will pay according to industrial legislation and awards/agreements that apply to the services that Cornerstone HR supplies.
19. The Company will not supply temporary staff to break picket lines.
20. The Client will ensure that Cornerstone HR Group temporary staff are treated fairly, regardless of union affiliation.
21. In the event of industrial action or a dispute that involves or affects Cornerstone HR Group temporary staff, the Client agrees to assist the Company and other entities within the Cornerstone HR Group and do all things reasonably required to resolve the industrial action or dispute. This includes allowing Cornerstone HR Group representatives' access to our staff at the Client site and to Client staff where they may be relevant to the resolution of a dispute or a complaint.
22. The Client must provide a working environment free from unlawful discrimination, harassment and bullying and consistent with equal employment opportunity principles.

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## Occupational Health and Safety

23. The Client is responsible for providing a safe and healthy workplace and safe systems of work for all Cornerstone HR Group staff.
24. The Client must comply with all applicable occupational, health, safety, environmental and associated legislation, regulations and Codes of Practice.
25. Prior to any Cornerstone HR Group staff commencing work for the Client, the full history of all health and safety incidents and accidents and any other relevant OH&S material in relation to the Client business must be disclosed to Cornerstone HR. The Company will rely on that information in conducting a risk assessment of the workplace.

26. The Client must provide a structured site and job safety induction for each Cornerstone HR Group staff member and must provide adequate instruction and training to each Cornerstone HR Group staff member.
27. It is the responsibility of the Client to adequately supervise the Cornerstone HR Group staff at all times.
28. The Client will notify Cornerstone HR immediately of any work related incidents, injuries or non conformance issues affecting Cornerstone HR Group staff and, where required by State or Territory Legislation, the relevant Authorities.
29. The Client will assist in the rehabilitation of any Cornerstone HR Group staff member injured at the Client site(s) by the provision of suitable alternative duties.
30. The Client agrees that Cornerstone HR may visit the Client workplace from time to time to review safety arrangements for our staff, or to investigate incidents and injuries, or to carry out Toolbox Meetings. The Client agrees to make any appropriate changes to help reduce the risk of accident in the workplace.
31. The Client acknowledges that Cornerstone HR does not have control of the workplace and that the Company will rely on the Client to inform us of potential risks to the safety and welfare of our staff. The Client undertakes and agrees to notify the Company of potential risks affecting our staff, including any intended change of duties.

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## Insurances

32. Cornerstone HR Group will maintain the following insurance policies in relation to Cornerstone HR Group entities and its staff:
  - Workers Compensation Insurance as required by law
  - Public Liability Insurance for least \$20 million
33. The policies are subject to exclusions and deductibles and may not cover or be available to the Client in part or at all. The Client must not cause Cornerstone HR to be in breach of the conditions of any insurance through act or omission of the Client.
34. The Client will hold and maintain public liability insurance for a sum of not less than \$10 million. Any vehicle operated by Cornerstone HR Group temporary staff must include third party and comprehensive vehicle insurance.

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## Liabilities and Indemnities

35. The Client is responsible for the care and supervision of all Cornerstone HR Group staff whilst on hire to the Client. The Client is responsible for all acts, errors and omissions of the Cornerstone HR Group staff member, be they willful, negligent or otherwise for the duration of the assignment.
36. To the extent permitted by law, the Cornerstone HR Group is not liable for any loss or damage (including consequential loss or damage) to any property (whether of the Client or another person) or for death or personal injury (to the Client's personnel or another person) caused or contributed to by a Cornerstone HR Group staff member whilst on hire to the Client. The Client releases each member of the Cornerstone HR Group from, and will



indemnify each Cornerstone HR Group member against any losses, damages, costs expense or liability of whatever description and for any claims made against the Cornerstone HR Group or its staff arising out of or in connection with the tasks undertaken by a Cornerstone HR Group staff member during the period in which the Cornerstone HR Group staff is on hire to the Client.

37. Whilst Cornerstone HR will use all reasonable endeavours to meet the Client's requirements and ensure the quality of its temporary staff, the Cornerstone HR Group is not liable for any losses, damages, costs expense or liability of whatever description and however arising and for any claims (including consequential loss or damage) if Cornerstone HR Group is unable to supply personnel required by the client at any time.
38. To the extent permitted by law and subject to the Competition and Consumer Act 2010 (Cth) and clause 36, Cornerstone HR Group's liability to the Client for any losses, damages, costs, expenses or liability of whatever description and however arising and for any claims in contract, tort, or under any Statute or Regulation for breach of contract, or breach of Statute or Regulation in the performance of, or incidental to, the supply of temporary staff shall be limited to the cost of the resupply of the services and shall not extend to consequential loss or damage or punitive or exemplary damages.

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#### Employment of Cornerstone HR temporary staff

39. The Client must not, without the prior written consent of the Company, retain, engage or contract with, or offer to retain, engage or contract with, any Cornerstone HR Group staff member, whether directly or indirectly, while that staff member is on hire to the Client and for a period of six months after that staff member was last on hire to the Client. This clause shall survive termination of these Terms and Conditions.
40. The Client must not, directly or indirectly, encourage, entice or be involved in any Cornerstone HR Group staff member leaving the employment of the Cornerstone HR Group while that staff member is on hire to the Client and for a period of six months after that staff member was last on hire to the Client. This clause shall survive termination of these Terms and Conditions.
41. If the Client breaches clauses 39 and/or 40 or a Cornerstone HR Group staff member is retained, engaged or contracts with a related party of the Client within six months after that staff member was last on hire to the Client, then it must forthwith pay a placement fee to the Company. This clause shall survive termination of these Terms and Conditions.
42. The placement fee will be determined as follows:
- If the Cornerstone HR Group staff member was hired to the Client for 700 hours or less in aggregate, then an amount equal to 12% of the annualised salary and entitlements, including superannuation, of the staff member immediately prior to the breach (regardless of whether the staff member was a full time, part time or casual employee of the Cornerstone HR Group);
  - If the Cornerstone HR Group staff member was hired to the Client for more than 700 hours, then the placement fee will be nil.

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#### Agreement

I certify that I am authorised to accept these terms on behalf of the Client named below and the Client agrees to these Terms and Conditions of Business.

Company Name : \_\_\_\_\_

ABN: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CHR Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

