



Core Area	Core Integrated Management System			
Doc ID	CORE-TEM-024-CIMS	Doc Rev	1.3	
Subject	Labour Hire Terms of Engagement			

LABOUR HIRE TERMS OF ENGAGEMENT

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GENERAL TERMS AND CONDITIONS

1. Formation of contract

- 2.1 Following receipt of the Customer's request for Services, Core HS will issue the customer a Quote or Proposal that sets out:
 - (a) The estimated Prices for the requested Services calculated with reference to the application Schedule of Rates; and
 - (b) Any other relevant details or information regarding the requested Services.
- 2.2. The Customer's acceptance of a Quote also constitutes:
 - (a) Acceptance of these Terms of Engagement and their application to the Services supplied or sold to the Customer by Core HS; and
 - (b) Formation of the Contract between the Customer and Core HS.
- 2.3. Each accepted Quote constitutes a separate Contract for Services between the Customer and Core HS which incorporates these Business Terms.
- 2.4. The Commencement Date for a Contract will be the earlier of:
 - (a) The date on which the Customer notifies Core HS that it accepts the first Quote issued by Core HS; or
 - (b) The date of the first work is performed and acknowledged by the parties.

2. Term

- 2.1. A Contract commences on the commencement Date and will continue until:
 - (a) Expiration of all applicable Hire Periods;
 - (b) Completion of all applicable Services; and
 whichever applies unless terminated earlier in accordance with the Contract.


3. Services

- 3.1. Subject to the Customer's payment of all applicable Invoices, Core HS will provide Services to the Customer in accordance with the applicable Contract.
- 3.2. Core HS may, without penalty or liability to the Customer, refuse to provide any part or all of the Services if, in its reasonable opinion, providing the relevant part or all of the Services may present a safety hazard for any person involved in providing the Services.
- 3.3. Any times for the performance of Services made known to, or requested by, the Customer are estimates only and Core HS will not be liable for any Claim for late or non-performance if;
 - (a) Core HS is ready to perform Services in accordance with the applicable Quote but the Customer is unable or unwilling to allow Core HS to commence performance of the Services; or
 - (b) The performance of the Services is delayed or suspended for any reason other than the default of Core HS, Core HS may provide an Invoice for, and the Customer must pay, Core HS's reasonable costs and expenses of the delay or suspension.

4. Contract material prepared by Core HS

- 4.1. Core HS will prepare Contract Material:
 - (a) In connection with its performance of the relevant Services in accordance with the applicable Contract;
 - (b) Based on the Customer's instructions and information provided by the Customer or on its or on the Customer's behalf;
 - (c) Taking into account information known to Core HS at the issue date of, or any earlier effective date specified in, the relevant Contract Material (Effective Date); and
 - (d) Solely for the specific purpose set out in the agreed scope of work to which a Contract applies or otherwise confirmed in writing by Core HS (Agreed Purpose).
- 4.2. Without prejudice to any other exclusion or limitation of liability in any Contract and to the maximum extent permitted by Law, neither Core HS nor any of its employees, agents or contractors will accept any liability or responsibility of any kind arising out of or in connection with:
 - (a) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by any person other than the Customer;
 - (b) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by the customer for any purpose other than the Agreed Purpose;
 - (c) Reliance on inaccurate or misleading information provided by the Customer or on the customer's behalf or obtained from any third party source, except to the extent it is not reasonable in all the circumstances for Core HS to rely on that information; or
 - (d) Any fact or circumstance arising after the Effective Date.

5. Payment

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- 5.1. Subject to any other payment terms specified in a subsequent Part of these Terms of Engagement or a Contract, the Customer must pay Core HS all amounts stated in an Invoice within 14 days of the date of the Invoice.
- 5.2. The Customer authorises Core HS to complete and submit all documentation on behalf of the Customer required to enable payment through any credit card (if available) or direct debit system. Core HS may, in addition to the Price, charge a credit card fee of 1.5 – 3% of the total Price for payment by credit card. Core HS reserves the right to refuse payment by credit card, including where payment is not made in accordance with any Part of these Terms of Engagement or otherwise in accordance with the applicable Contract.
- 5.3. The Customer must pay interest to Core HS at the rate of 1% per month on any Invoice amount which is overdue, where such interest will be calculated from the date it became due until the date it is paid.
- 5.4. All prices exclude GST and stamp duty unless otherwise expressly specified in an Invoice, Quote or Proposal, and the Customer must pay all GST and Stamp Duty on the Price (where applicable).


6. Intellectual property rights

- 6.1. All Intellectual Property Rights in relation to all Contract Material:
 - (a) Produced by Core HS in connection with a Contract immediately vests in Core HS; or
 - (b) Which is otherwise disclosed or made accessible by Core HS to the customer remains the sole property of Core HS.
- 6.2. Subject to the Customer’s payment of all Invoices in accordance with a Contract, Core HS grants the Customer a non-exclusive, non-transferrable licence to use the Contract Material during the Term to the extent approved by Core HS.

7. Non-poach

- 7.1. The Customer must not employ, or solicit the employment of any individual member of Core HS’s employees (including any Contracted Staff Member) while they are engaged in the performance of the Services or within 6 months following completion of the Services.
- 7.2. The Customer must not accept the engagement and placement on site, either as labour hire or employment, of a Core HS employee (including any Contracted Staff Member) who takes up employment with another company for work on Site performing similar Services within 6 months following completion of the Services with Core HS.
- 7.3. If any of Core HS’s employees cease to work for Core HS as a result of the Customer’s breach of clause 7.1 and 7.2 the Customer must:
 - (a) (a) pay Core HS the applicable Placement Fee; and
 - (b) (b) allow any further reasonable time that may be required by Core HS to replace the individual employee of Core HS in relation to the provision of the Services.
- 7.4. If Core HS is unable to perform the Services due to the Customer’s breach of clause 7.1 and 7.2, then Core HS may:
 - (a) (a) suspend performance of the Services until such time as the individual employee is replaced; and
 - (b) (b) provide the Customer an Invoice for, and the Customer must pay, the reasonable costs and expenses of the suspension or missed services.
- 7.5. The Placement Fee is calculated as a percentage of the Core HS employee’s total annualised remuneration (salary plus superannuation and other benefits) in accordance with the following:

Placement Fee - Scale		
Role classification	Duration of Temporary Assignment as Labour Hire Personnel (Continuous Services)	Percentage of Annual Salary Package
Professional and Technical	Up to 1 month	20%
	Between 1 and 2 months	19%
	Between 2 and 3 months	18%
	Between 3 and 4 months	17%
	Between 4 and 5 months	16%
	Between 5 and 6 months	15%
	Between 6 and 7 months	14%
	Between 7 and 8 months	13%
	Between 8 and 9 months	12%
	Between 9 and 10 months	11%
	Between 10 and 11 months	10%
	Between 11 and 12 months	9%

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	Anytime after 12 months	0%
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7.6. The Placement Fee is invoiced on the commencement date with the Customer as per Employment Contract or Engagement and is payable on 14 days from date of Invoice.

8. Staff member performance concerns

8.1. The Customer should advise Core HS as soon as is practical if it is not satisfied with the work, performance of service or behaviour of Core HS staff.

9. Indemnity

- 9.1. The Customer indemnifies Core HS and its officers, employees and agents from and against all Claims that may arise as a result of or in connection with:
- (a) A breach of a Contract (including a breach of warranty) by the Customer or its officers, employees and agents;
 - (b) Any unlawful act of the Customer or its officers, employees and agents;
 - (c) Any improper, careless or negligent act or omission of the Customer or its officers, employees and agents; or
 - (d) Core HS's entry upon the Site.

10. Exclusion of warranties

- 10.1. To the maximum extent permitted by Law, Core HS excludes all warranties and conditions in relation to Goods or Services imposed by statute or otherwise implied.
- 10.2. To the extent that a term implied by Law cannot be excluded, Core HS's liability to the Customer for a breach of a Contract or any defective Goods or Service is limited (at Core HS's option) to:
- (a) In the case of Goods, replacing, repairing or paying the cost of replacing or repairing the Goods; or
 - (b) In the case of Services, supplying the Services again or paying the cost of having the Services supplied again.
- 10.3. Despite any other provision of a Contract and to the fullest extent permitted by law, Core HS will not be liable to the Customer for any amount, liability or other Claim in connection with the Contract to the extent that the amount, liability or Claim is for Economic Loss or any special, indirect or consequential loss.

11. Limitation of liability


- 11.1. The Customer is solely liable and responsible for any Claims arising from or in connection with:
- (a) The Services; or
 - (b) Its use of the Goods other than in accordance with any specification or instruction provided by Core HS in relation to the Goods.
- 11.2. Notwithstanding any other provision of a Contract, Core HS's total liability to the Customer in connection with the Contract is limited to an amount equal to the Price.

12. Confidentiality

- 12.1. The Customer covenants with Core HS that it:
- (a) Will only use the Confidential Information for the purpose approved by Core HS in writing; and
 - (b) Will not disclose, or permit to be disclosed Confidential Information to any person without the prior written consent of Core HS, except:
 - 1) As required by Law; or
 - 2) To bona fide independent consultants or advisors of the Customer, provided they are subject to equivalent confidentiality obligations.
- 12.2. The Customer must, upon written request by Core HS, and in any event at the end of the Term, return to Core HS all Confidential Information including all copies and duplicates in whatever form.
- 12.3. Nothing in this clause 13 derogates from any obligation which the Customer may have either under the Privacy Act 1988 (Cth) or equivalent state laws as amended from time to time, or under a Contract, in relation to the protection of personal information.
- 12.4. This clause 13 survives the expiration, termination or frustration of a Contract.

13. Termination

- 13.1. Core HS may terminate a Contract:
- (a) At any time without cause of liability to the Customer by giving 14 days prior written notice of termination; or
 - (b) Immediately by written notice if:
 - 1) The Customer breaches the Contract and has failed to remedy the breach within 14 days of being notified of the breach by Core HS;

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- 2) The Customer commits and irremediable breach of the Contract; or
- 3) The Customer experiences an Insolvency Event.

13.2. On termination of a Contract by Core HS for whatever reason, the Customer must immediately return all Goods supplied and owned by Core HS.

14. Dispute resolution

- 14.1. If an issue, dispute or difference between or among any of the parties arises out of, or in relation to, a Contract (Dispute), a party to the Dispute (Disputant) must not commence any court proceedings in relation to the Dispute unless the Disputants have complied with the clause except where a Disputant seeks urgent interlocutory relief.
- 14.2. A Disputant may give written notice (Notice of Dispute) to the other Disputants specifying:
 - (a) The nature of the Dispute;
 - (b) The alleged basis of the Dispute; and
 - (c) The position which the Disputant issuing the Notice of Dispute believes is correct.
- 14.3. If the Dispute is not resolved within 7 days after the last date on which a Notice of Dispute is given, each Disputant must nominate a suitable senior executive as its representative with the authority to settle the Dispute.
- 14.4. If the Dispute is not resolved within 21 days of referral to senior executives under clause 15.3, the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of Western Australia, and unless otherwise agreed in writing by the parties and the President of the Law Society of Western Australia (or the President's nominee) will select the mediator and determine the mediator's remuneration.

15. General

- 15.1. No amendment to a Contract will be binding on any party unless made in writing properly and duly executed by the party.
- 15.2. The failure of Core HS to exercise any right arising as a result of a breach by the Customer of a Contract will not waive that right, nor will any practice developed between the parties waive or lessen Core HS's rights under the Contract.
- 15.3. The Customer must not assign, novate or otherwise encumber its rights under a Contract unless the Customer is subject to a change in control, in which case the Contract may be assigned with Core HS written consent.
- 15.4. A Contract will be construed in accordance with the law of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
- 15.5. Some clauses continue to apply after termination or expiration of a Contract.
- 15.6. If any provision of a Contract is, for any reason, considered or found by a court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract. The remainder or the provisions of the Contract will remain in full force and effect unless the basic purposed of the Contract are defeated.
- 15.7. Any person signing or purporting to sign a document on behalf of the Customer warrants that they have the authority of the Customer to sign, and indemnifies Core HS against all losses incurred if that person does not have such authority.
- 15.8. If the Customer is more than one person, the Customer is jointly and severally liable under a Contract.
- 15.9. The laws of New South Wales govern a Contract and the parties submit to the non-exclusive jurisdiction of the Western Australia courts.

16. Privacy


- 16.1. Core HS collects personal information to assist it in providing the Goods or Services the Customer has requested and to improve its products and Services. Core HS and all related companies may be in touch to let the Customer know about Goods, Services or promotions which may be of interest to the Customer. The Customer should let Core HS know it objects to this and if it would prefer not to be contacted with special offers or in relation to Core HS's other Goods and Services.

17. Minimum charges

- 17.1. A minimum charge of 12 hours at the associated rate will apply for all site work, unless otherwise agreed and confirmed in writing.
- 17.2. A minimum of 24 hours will be charged for all work conducted where overnight accommodation is required, unless otherwise agreed and confirmed in writing.

18. Establishment costs including inductions

- 18.1. Core HS reserve the right to charge the Customer all costs associated with site inductions etc at cost plus 10%. The Customer will also be charged the appropriate hourly rate set out in the

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applicable Contract for the time taken to complete the inductions.

19. Travel, accommodation and vehicle expenses

- 19.1. Travel time to and from the Customer's Site will be charged to the Customer at the applicable hourly rate set out in the Schedule of Rates, and will be calculated based on the travel time between the Customer's Site and:
- (a) Core HS Office in Subiaco, Perth WA; and
 - (b) If the employee is working away, the employee's place of accommodation.
- 19.2. Where not provided by the Customer travel (air fares, hire car etc), accommodation and meal costs will be charged to the Customer at cost price plus 10%. At times Core HS will apply the ATO Tax Determination in relation to reasonable travel and overtime meal allowance expenses to reimburse employees for travel and accommodation and that amount will be charged to the Customer at cost plus 10%.
- 19.3. In addition to travel time charged at applicable hourly rates, travel using a Core HS vehicle exceeding a 70km radius from the employee's normal place of work or accommodation (as the case may be) will be charged to the Customer at \$0.80 per kilometre.
- 19.4. The rates described in this clause 20 do not include site vehicles. A daily rate will apply to site vehicles based on the vehicle type and the nature of the Customer's use of the vehicle.

LABOUR HIRE SERVICES

21. Application


- 21.1. The provisions described below apply to a Contract if the Customer has accepted a Quote for the purchase of, or otherwise has agreed in writing to purchase, Labour Hire Services from Core HS.

22. Labour Hire Services

- 22.1. Core HS reserve the right to not commence performing Labour Hire Services until a valid company Purchase Order Number has been received from the Customer.
- 22.2. Core HS will use all reasonable efforts to provide Contracted Staff Members with the appropriate skills to perform the Labour Hire Services and agree that Contracted Staff Members are at all times employees of Core HS under the Customer's direction, control and supervision. Core HS is not responsible for Labour Hire Services performed by a Contracted Staff Member.
- 22.3. Core HS will supply Contracted Staff Members in a fashion that is as timely to the Customer's needs as is reasonably practical.
- 22.4. Core HS may replace a Contracted Staff Member from time to time with other staff who are suitably qualified. Core HS will endeavour to provide notice of such replacement where practicable.
- 22.5. By requesting the Labour Hire Services, the Customer accepts the rates set out in the applicable Schedule of Rates. The Customer agrees to pay the applicable rate set out in the Schedule of Rates for each hour or part thereof worked by each Contracted Staff Member who performs the Labour Hire Services. An authorised member of the Customer's staff will be required to validate Core HS Contracted Staff Member timesheets. Validation indicates satisfaction with the work completed.
- 22.6. The Customer must immediately notify Core HS if it intends to change the scope or nature of the Labour Hire Services, prior to the Contracted Staff Member commencing the changed Labour Hire Services, so that Core HS can ensure the Contracted Staff Member has the appropriate skills and training to perform the changed Labour Hire Services and so that an appropriate risk assessment can be performed on the relevant site. Core HS reserves the right to change the hourly rate of a Contracted Staff Member to one appropriate to the nominated skill requirement and to adjust the Schedule of Rates accordingly.
- 22.7. Core HS will arrange for all Contracted Staff Members to execute a confidentiality agreement in such form and in a time frame reasonably required by the Customer.

23. Contracted Staff Member performance concerns

- 23.1. The Customer should advise Core HS as soon as is practical if it is not satisfied with the performance of the Labour Hire Services, or the behaviour of a Contracted Staff Member.
- 23.2. The Customer must only communicate directly with a Contracted Staff Member in relation to their performance or behaviour issues if:
- (a) their performance or behavioural issues are of a life threatening or serious nature; and
 - (b) the Customer immediately notifies Core HS with full details of what was communicated to the Contracted Staff Member.

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- (c) issue a Contracted Staff Member with any form of disciplinary action; or
- (d) terminate the employment of the Contracted Staff Member with Core HS.

24. Independent contractors

24.1. The Customer may from time to time elect to engage an independent contractor through Core HS. Independent contractors are not employees of Core HS and are hired by the Customer under a specific contract for Services, copies of which can be provided on the Customer's request by a Core HS representative.

25. Invoicing

25.1. Unless otherwise agreed in writing, Core HS will invoice the Customer for Labour Hire Services monthly for work in progress and final payments.

26. Liabilities and indemnities


- 26.1. Core HS is not liable for, and the Customer releases Core HS from all loss or liability that may arise in respect of, all acts or omissions of Contracted Staff Members, including any act or omission that occurs while a Contracted Staff Member is:
- (a) performing professional, health care, scientific, engineering, blue collar, technical or similar services;
 - (b) performing Labour Hire Services in workplaces which are unattended or have inadequate or inappropriate internal controls or safeguards;
 - (c) handling cash, negotiable instruments, valuables, merchandise or any other property of value;
 - (d) operating, and referred by Core HS, as independent operating contractors; or
 - (e) assigned to payroll activities.
- 26.2. Without limiting clause 17.1 above, the Customer receives Contracted Staff Members at its sole risk and releases Core HS and Contracted Staff Members from all claims or liability for the loss or damage to property owned, operated or leased by the Customer and property otherwise in its custody, care or control, including motor vehicles and their contents.
- 26.3. The Customer indemnifies Core HS against all claims, costs, liabilities, damages or losses suffered or incurred as a result of:
- (a) A breach of a Contract by the Customer or its employees without limitation including any termination of employment of a Contracted Staff Member;
 - (b) any act or omission by the Customer, its employees or agents; or
 - (c) any breach of work health and safety laws, including but not limited to incidents involving contaminants, pollutants and hazardous substances
- 26.4. To the extent permitted by Law, Core HS's liability for damages that may arise in connection with the Labour Hire Services under contract, tort or under any Law is limited to the cost of the resupply of all or part of the Labour Hire Services (as appropriate) and excludes all consequential or indirect loss or damage or punitive or exemplary damages.

27. Insurance

- 27.1. Core HS will maintain the following insurance policies in relation to Core HS and Contracted Staff Members:
- (a) workers' compensation, in accordance with all relevant Laws;
 - (b) public liability insurance for at least \$10 million; and
 - (c) professional indemnity insurance.
- 27.2. Core HS will provide the Customer with evidence of insurance within 14 days if such a request is made by the Customer in writing.
- 27.3. The policies are subject to exclusions and deductibles and may not cover or be available to the Customer in part or at all.
- 27.4. The Customer must not cause Core HS to be in breach of the conditions of any insurances through any act or omission on its part.
- 27.5. The Customer must maintain the following insurance policies for the Term:
- (a) public liability insurance for at least \$10 million; and
 - (b) motor vehicle (including third party personal injury, own damage, third party property damage liability and third party personal injury gap) for any vehicle operated by a Contracted Staff Member.

28. Industrial relations and employment


- 28.1. Core HS must comply with all legal requirements and the conditions of employment that have been agreed with Contracted Staff Members.
- 28.2. Core HS will be responsible for all wages and remuneration payable to Contracted Staff Members, including associated statutory employment costs such as payroll tax and superannuation payments.

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- 28.3. The Customer must inform Core HS of any awards or agreements applicable to the Site where a Contracted Staff Member is to perform the Labour Hire Services.
- 28.4. If there is any change in the nominated rates of pay applicable to a Contracted Staff Member then the Customer:
 - (a) must pay Core HS the amounts due to that Contracted Staff Member from the applicable date and the proportional change in margin due to Core HS; and
 - (b) indemnifies Core HS against all claims made by, or on behalf of a Contracted Staff Member that may result from such mandatory change.
- 28.5. The Customer must not do anything that may cause Core HS to breach any employment conditions. Core HS will supply evidence of statutory compliance with such conditions (where it is available) within 7 days after receipt of a written request.
- 28.6. Core HS reserves the right to increase the rates set out in the Schedule of Rates from an effective date from which changes to statutory on-costs or award provisions apply.
- 28.7. With the Customer's agreement, Core HS will review the salaries of Contracted Staff Members who have provided more than 12 months continuous service to the Customer.
- 28.8. The Customer must provide Contracted Staff Members with a suitable and safe workplace that complies with the relevant work health and safety Laws as described in Part 3, clause 13.

29. Work Health and Safety

- 29.1. The Customer must ensure that all Contracted Staff Members comply with all:
 - (a) applicable work health and safety Laws;
 - (b) relevant Australian Standards relating to work health and safety;
 - (c) codes of practice applying to any part of Services; and
 - (d) all requirements of the Customer in relation to work health and safety.
- 29.2. The Customer must also provide all supervision, instruction (including inductions) and training necessary to ensure that the Labour Hire Services are performed safely by Contracted Staff Members, including provision of any information and personal protective Goods relating to hazardous substances or other conditions of employment where personal protective Goods is required.
- 29.3. Prior to a Contracted Staff Member commencing the Labour Hire Services, the Customer must disclose to Core HS the full history of all health and safety incidents and accidents of the Customer, including at the Site where the Contracted Staff Member will be performing the Labour Hire Services and any other relevant work health and safety material in relation to the Customer's business. The Customer acknowledges and accepts that Core HS will rely on that information when conducting a risk assessment of the Customer's workplace.
- 29.4. Core HS and the Customer will jointly agree on the provision of any training, Goods or workplace changes necessary for the safe performance of the Labour Hire Services by Contracted Staff Members.
- 29.5. The Customer must notify Core HS immediately of any incidents, injuries or non-conformance issues relating to the Labour Hire Services and affecting a Contracted Staff Member and, where required by State or Territory legislation, also notify the relevant authorities.
- 29.6. The Customer agrees that Core HS may visit the Customer's workplace from time to time to review safety arrangements for Contracted Staff Members. The Customer agrees to make any appropriate changes to help reduce the risks in its workplace.
- 29.7. The Customer acknowledges that Core HS does not have control of the Customer's workplace and that it relies on the Customer to inform it of potential risks to the health, safety and welfare of Contracted Staff Members. The Customer undertakes and agrees to notify Core HS of all potential risks affecting Contracted Staff Members, including any intended change to the scope or nature of the Labour Hire Services.
- 29.8. Core HS encourages its Contracted Staff Members to report any unsafe work conditions to their immediate supervisor. The Customer must immediately notify Core HS of all safety risks, including incidents affecting Contracted Staff Members. The Customer must participate in the rehabilitation of Contracted Staff Members who become injured in connection with the performance of the Labour Hire Services.
- 29.9. Core HS has a Drug and Alcohol Policy that prohibits its employees from working under the influence of certain performance-inhibiting substances. The Customer undertakes and agrees to notify Core HS of potential risks affecting Contracted Staff Members or of any breaches of this policy.
- 29.10. All Contracted Staff Members commencing work for the Customer must undergo a site

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induction in accordance with the Customer's requirements prior to performing the Labour Hire Services for the Customer to ensure full understanding of requirements in relation to:

- (a) emergency procedures including evacuation;
- (b) rules and schemes
- (c) adherence to the safe working procedures;
- (d) site familiarisation; and
- (e) other site specific sections training as required.

30. Definitions and interpretation

30.1. In these Terms of Engagement, capitalised terms have the following meanings unless otherwise indicated: **Core HS** means Core HS Pty Ltd ACN 127 994 932 trading as "Core HS" and all its trading divisions including Core HS.

Claim means any demand, claim, action, proceeding, judgment, damage, loss, cost expense, or liability incurred by or against a party, however arising and whether present, unascertained, immediate, future or contingent and whether or not arising in relation to matters which occurred in the past.

Commencement Date means the date on which a Contract commences.

Confidential Information means any of Core HS's information (regardless of the form of disclosure or the medium used to store or represent it) and includes all information which:

- (a) related to any Contract Material;
- (b) is the property of Core HS or a related company of Core HS;
- (c) is disclosed in writing, orally or by any other means by Core HS or its employees, or by any person on behalf of Core HS to the Customer or employees or contractors of the Customer by any means; or
- (d) otherwise comes to the knowledge of the Customer or its employees or contractors by any means, including through the Customer's involvement with Core HS and its business operations,
- (e) but does not include information which becomes generally available to the public rather than as a result of disclosure by the Customer.

Contract means the contract between Core HS and the Customer for the provision of Services and includes these Terms of Engagement and all applicable Proposals, Quotes and Invoices between Core HS and the Customer.

Contract Material means all documents, specifications, drawings, designs, writings, samples, layouts, proposals and other material, in whatever format or embodiment, created or provided by Core HS to the Customer under a Contract.

Contracted Staff Member means a staff member of Core HS who performs the Labour Hire Services.


Customer means the party named in the applicable Quote, Invoice or Proposals.

Daily Rate means the daily rate for the Goods Hire Services, as set out in the applicable Schedule of Rates.

Economic Loss means loss of: revenue, profit, custom, goodwill, overhead recovery, business opportunity, contract, production, loss of use of money or property, loss or payment of financing charges or cost recovery, opportunity cost, payment of liquidated sums, payment of damages (whether under any other agreement or otherwise).

Insolvency Event means, in relation to a party:

- (a) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts;
- (b) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (c) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (d) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (e) an application for the winding up or, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re-amalgamation, is presented and not withdrawn or dismissed within [21] days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (f) any shareholder or director of that party convenes a meeting for the purpose of considering or

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passing any resolution for the winding up or administration of that party;

- (g) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (h) an execution or analogous process is levied or enforced against the property of that party;
- (i) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (j) that party disposes of, or threatens to dispose of, a substantial part of its assets; or
- (k) that party is unable to pay the party's debts as and when they become due and payable

Instructions means all relevant information for Goods including operation manuals, instructions, safe operating procedures, manufacturer's instructions and other directions provided by Core HS for the Goods whether or not in writing.

Intellectual Property Rights means all present and future rights to:

- (a) trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- (b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

Invoice means an invoice for Goods or Services issued by Core HS to the Customer.

Labour Hire Services means the labour hire services agreed between the Customer and Core HS to be provided to the Customer by Contracted Staff Members under Part 4.

Law means any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Placement Fee means the applicable fee specified in clause 8.6.

Price means the amount payable by the Customer to Core HS for the performance of a Service.

Quote means a job quotation issued by Core HS to the Customer in relation to a request for Services.

Schedule of Rates means the applicable Core HS schedule of rates for a relevant Service as amended from time to time.

Service means any service performed by Core HS for the Customer.

Site means the location at which the Labour Hire Services will be performed

Term means the term of a Contract as described in clause 3.

Terms of Engagement means these Terms and Conditions of Engagement including all Parts.

30.2. In these Terms and Conditions of Engagement, unless the context otherwise requires:

- (a) (**headings**) headings are for convenience only and do not affect interpretation;
- (b) (**singular**) the singular includes the plural and vice versa;
- (c) (**includes**) a reference to "includes" means "includes, but is not limited to";
- (d) (**corresponding meanings**) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) (**other entities**) a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (f) (**successors and assigns**) a reference to a Party to a document includes that Party's permitted successors, assigns, administrators and substitutes;
- (g) (**rules of construction**) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of a Contract;
- (h) (**joint and several**) an agreement on the part of 2 or more persons binds them jointly and severally; and
- (i) (**writing**) a reference to a notice from, consent or approval of a party and agreement between the parties, means a written notice, consent, approval or agreement.

30.3. If there is any inconsistency or conflict between any of the documents forming part of a Contract, those documents will be interpreted in the following order of priority to the extent of the inconsistency of conflict:

- (j) Invoice;
- (k) Quote;
- (l) Terms of Engagement; and
- (m) Proposal

30.4. If there is any inconsistency or conflict between any Invoices or Quotes issued to the Customer in connection with a Contract, then the later dated Invoice or Quote takes priority and will apply to the extent of the inconsistency or conflict.

END OF TERMS