

## TERMS AND CONDITIONS OF EMPLOYMENT

I agree that the principal terms of employment are set out in this casual contract of employment, with specific requirements for each client assignment given to me verbally or in writing as required.

### 1. Provision of Services

- 1.1 As a contractor, I am employed by the hour/day and therefore have the right to accept or refuse any particular assignment with a Client offered to me by Slade Group.
- 1.2 If I accept an assignment, I will provide services in accordance with the terms of this contract. The particular Client, assignment commencement date, services, potential assignment duration and location will be given to me verbally or in writing prior to the commencement of each assignment.
- 1.3 I understand that Slade Group does not control the length of the assignment. Therefore, I accept that there should be no expectation of ongoing or continuing employment.
- 1.4 I understand that I am employed by Slade Group on a casual basis and whilst subject to ultimate control of Slade Group, during the course of an assignment I may be under the care, direction and supervision of Slade Group Clients and their representatives during the period of an assignment.

### 2. Qualifications

- 2.1 I warrant that I have the qualifications and experience in order to provide the services in each separate position in a proper and efficient manner.
- 2.2 I warrant that I am an Australian resident or hold a valid visa permitting me to work in Australia.

### 3. Indemnity

- 3.1 I agree to indemnify Slade Group and the Client for any loss occasioned by my performance of services for Clients of Slade Group where such loss arises from acts or omissions outside the scope of my job description.

### 4. Payment

- 4.1 I understand that whilst I may be paid in accordance with an applicable state or federal award, enterprise agreement, legislation or at a rate agreed between myself and Slade Group such award, enterprise agreement or legislation does not form part of this casual contract of employment.
- 4.2 I agree that Slade Group will pay me the agreed daily/hourly wage rate applicable for each particular assignment, in arrears, after deducting all appropriate taxation. The wage payment frequency payable to me will be determined by agreement between Slade Group and the Client in accordance with any industrial instrument or legislation.
- 4.3 I agree that Slade Group has the right to renegotiate the daily wage rate payable to me with one hours notice if the particular assignment or job description is altered by Slade Group or the Client.
- 4.4 I agree that the daily/hourly wage rate is inclusive of all legislative and other entitlements.
- 4.5 I agree that statutory superannuation will be paid into a complying superannuation fund on my behalf in accordance with relevant legislation.
- 4.6 I will keep a time sheet of all the hours worked for each Client in the form provided or required by the Client or Slade Group. At the end of each week during any period in which I provide service to a Client, I must present the timesheet for inspection and signature by the Client and submit the signed timesheet to Slade Group by the specified time on the day of which I have been notified. I agree that if I do not submit a signed timesheet I may not be entitled to payment.
- 4.7 I must provide Slade Group with my taxation and bank account details prior to the commencement of employment and notify Slade Group if those details change at any time.
- 4.8 In the event of an excess payment I agree that I will allow Slade Group to make a deduction from the next pay or from the agreed number of pays.
- 4.9 I agree that any daily/hourly wage rate payments paid to me that are in excess of minimum award or certified agreement wage rates (over award payments) may be set off against other entitlements arising under such award or certified agreement.
- 4.10 Time sheets must be received by Slade Group no later than Monday 10.00am (for the previous week). If you are having any difficulties (obtaining a signature, fax not working etc) then please contact Slade Group before 10.00am Monday to prevent a delay in payment. Any queries regarding your pay please email [payroll@sladegroup.com.au](mailto:payroll@sladegroup.com.au)

### 5. Confidentiality

- 5.1 I will sign all necessary documents and do all things necessary immediately at the Client's request to establish and protect any of the Client's rights in the Client's Confidential Information and Intellectual Property.
- 5.2 I will not disclose to any third party or use, for my own or anyone else's benefit, any Confidential Information or Intellectual Property belonging to Slade Group or any related body corporate.
- 5.3 I understand that 'Confidential Information' includes information relating to the Client or any company related to the Client that can reasonably be regarded as confidential, being information not in the public domain or known to competitors, and any other information that I am given or which comes to my knowledge during any period during which I provide services to a Client that I am told is confidential or which a reasonable person would expect to be.
- 5.4 I understand that 'Intellectual Property' includes ideas, designs, drawings, inventions and copyright in any words, documents or other items of the Client, or that I conceive, create, develop or make on behalf of the Client during any period during which I provide services to the Client.
- 5.5 I indemnify Slade Group for any claim arising from or related to:
- 5.6 the Client's Confidential Information and Intellectual Property;
- 5.7 any agreement relating to the Client's Confidential Information or Intellectual Property entered into between me and the client; or
- 5.8 the failure of myself or the Client to execute an agreement to protect the Client's Confidential Information and Intellectual Property.

### 6. Variation of Services

- 6.1 I acknowledge that a Client's need to utilise my service may change with little or no notice. I accept such possibility and do not expect any notice of such changes beyond a minimum of one hours notice unless a longer notice of termination is required by any industrial instrument. I acknowledge that a failure to provide adequate notice in accordance with an industrial instrument shall not be a breach of this contract.
- 6.2 I understand that I will be advised of such changes as soon as practicable after the Client informs Slade Group.
- 6.3 At no time will I directly involve myself in the negotiation of the contract between Slade Group and the Client.
- 6.4 In the event of a variation or commencement of a new assignment the provisions of this agreement shall remain in force.

### 7. Termination

- 7.1 I agree that my casual employment, or any particular assignment, may be terminated with a minimum of one (1) weeks notice by Slade Group if Slade Group receives communication from the Client or Slade Group decides to terminate the assignment or employment.
- 7.2 If this Contract is terminated, I acknowledge that I am not entitled to claim any compensation or damages from Slade Group relating to that termination.

- 7.3 Slade Group may terminate this assignment immediately and without notice, by notifying the Contractor in writing if a Slade Group client for whom the Contractor is performing services pursuant to a Statement of Work either terminates its contract with Slade Group or informs Slade Group that it will not permit the Contractor or the Nominated Person to return to its premises.
- 7.4 The Contractor performs the Services in a manner which, in the reasonable opinion of Slade Group, is substantially below the reasonable technical, commercial, ethical standards or business expectations of Peer;
- 7.5 The Contractor becomes or threatens to become, or in the reasonable opinion of Slade Group, is in jeopardy of becoming, subject to any form of insolvency or administration
- 7.6 The Nominated Person is charged or convicted of any offence that in the reasonable opinion of Slade Group makes the Nominated Person unsuitable to perform the Services
- 7.7 The Contractor refuses to follow the reasonable directions of the Slade Group Consultant or the Slade Group client to whom the Contractor is providing the Services.
- 8. Other Work**
- 8.1 I understand that I am not prevented from working for other persons during the term of an assignment for a particular Client of Slade Group, provided it is outside the assignment working hours or on a day when I am not required to perform work on an assignment, such work does not conflict with the provision of service to Slade Group and does not affect my capacity to work safely and without risk to health.
- 8.2 I will inform Slade Group prior to, or when engaging in any such additional work.
- 9. Induction**
- 9.1 Prior to my first job for a Client of Slade Group, I will ensure that I am familiar with Slade Group's policies and procedures and the policies and procedures of the Client.
- 10. Recruitment**
- 10.1 If during any period in which I provide services to a Client, or within six (6) months after any period in which I provide services to a Client, the Client, any company related to the Client, or any other person or body to whom I have been introduced by the Client makes an offer of employment or engagement to me, I will inform Slade Group of that contract within 24 hours.
- 10.2 I agree that I will not approach Slade Group Clients directly after Slade Group has arranged an interview or assignment for me with a Client of Slade Group.
- 11. General Provisions**
- 11.1 This Contract and the particular verbal requirements given to me for each job constitute the entire agreement between Slade Group and myself.
- 11.2 The law of this Contract will be that applicable to the State in which the Contract is signed.
- 11.3 I agree to abide by Slade Group's policies and procedures in relation to the use of internet and emails and acknowledge that I accept the terms contained within the Slade Group's Email and Internet Policy. Failure to comply will result in instant dismissal and may result in legal action.
- 11.4 I must comply with all policies put in place from time to time by Slade Group or the Client with respect to such issues as Occupational Health and Safety, Sexual Harassment, Smoking, Drugs and Alcohol. If I fail to comply with all relevant policies without reasonable excuse, such actions may result in disciplinary actions including termination of employment.
- 11.5 I agree to notify Slade Group of any significant changes to my contact details or the nature of my assignment where I am of the opinion that Slade Group is unlikely to have been notified of such change in job.
- 11.6 I agree to notify Slade Group immediately of any grievance or issues arising as a result of my employment or assignment with a Client.
- 11.7 If you are ill then please contact Slade Group first thing in the morning or the evening before. Slade Group will contact the client on your behalf.
- 12. Occupational Health and Safety Policy\* (extract)**
- 12.1 This policy applies to all Slade Group on-hired employees and individual contractors working with or attending any Slade Group workplace and to all Slade Group on-hired employees and individual contractors who attend a Slade Group client workplace.
- 12.2 I agree to take reasonable care for my own health and safety and for the health and safety of anyone else who may be affected by my actions or anything I fail to do at the workplace;
- 12.3 I agree to implement, maintain and review this OH&S policy and practices "on the ground" at the relevant workplace;
- 12.4 I am responsible for liaising with fellow workers with a view to addressing any risks to the occupational health and safety of workers;
- 12.5 I am responsible for drawing any safety issues to the attention of Slade management including reporting any accidents or incidents (including near misses).
- 12.6 I agree to notify Slade Group of any directions from a Client or their representative that may result in a threat to my health or safety.
- 12.7 I agree to notify Slade Group as soon as practicable of any injury, work place hazards, illness that occurs as a result of my employment with Slade Group.
- 13. Use of Company Electronic Resources & Software Protection\* (extract)**
- 13.1 The use of a Company's hardware, software, e-mail and internet are for business purposes only.
- 13.2 The use of e-mail or internet must not interfere with an on-hired employee's work obligations.
- 13.3 These strict policies are necessary to avoid the serious of software piracy sexual harassment/discrimination, which can include financial penalties and serious legal consequences.
- 13.4 Non-compliance with this policy will be treated as a serious disciplinary matter and may result in termination of employment.
- 14. Equality & Harassment Policy\* (extract)**
- 14.1 It is Slade Group policy that all on-hired employees and contractors are entitled to be treated on the basis of their true abilities and merit, and to work in an environment, which is free of discrimination and harassment
- 14.2 Slade Group is committed to achieving Equal Employment Opportunity as a means of increasing the effectiveness of the company and recognising the true potential of employees, contractors and job applicants.

Signed by Contractor \_\_\_\_\_

Signed by Slade Group \_\_\_\_\_

Name (Please print) \_\_\_\_\_

Name (Please print) \_\_\_\_\_

\*To view these documents in full, please visit [sladegroup.com.au/career/temp/forms](http://sladegroup.com.au/career/temp/forms)