

Labour hire Terms and Conditions

Contractor rates are dependent on market rates and will be quoted on an individual basis when we send the contractor's details to you.

The 'Contractor' is deemed as a CASUAL Employee and is paid by MACRO

The 'Client' is your company.

Introductions

1. **An introduction** is defined as MACRO alerting you to a candidate that has not been represented to you in the past 3 months. You agree to pay MACRO the recruitment fee should you hire a candidate introduced by MACRO within a period of thirteen (13) months.
2. **A re-engagement** is defined as on-hiring or re-employing a candidate placed by MACRO within a period of 13 months after the end of a contract. You agree to pay MACRO the recruitment fee should you re-engage a candidate placed by MACRO.
3. If another agency represents the same candidate after MACRO has placed or introduced them to you, then the recruitment fee is still payable to MACRO for the initial introduction or placement.
4. If another agency represents the same candidate to you without the candidate's consent, this is not taken as them introducing them to you.
5. You agree to notify MACRO immediately once an employment offer has been made and/or accepted by a candidate that MACRO has represented to you.
6. Introductions are confidential. You agree that if a candidate that MACRO represented to you is engaged by another party to whose attention the candidate has come as a result of your introduction, then you shall pay the recruitment fee to MACRO as if the candidate was placed with you.
7. Should you, or any subsidiary, or associated company, or related body corporate of yours subsequently re-engage the candidate, or use the candidate, within the period of 13 calendar months from the date of termination a sole supplier fee becomes payable (with no entitlement to a replacement guarantee).

Payment

8. Completed and signed timesheets are to be sent weekly to MACRO's payroll manager.
9. Payments are to be made as per the MACRO terms of business (7 days).
10. A late payment fee of 25% pa applies to all overdue invoices. This is so as to service MACRO's debtor financing required to pay the Contractor in the absence of payment from the Client.
11. By signing this contract you are also agreeing to the MACRO Standard Terms of Business, found at <http://www.macrorecruitment.com.au/index.php?category=3§ion=88>
12. Both the Contractor and the authorised representative of the Client shall sign timesheets. The Client agrees to verify and sign the Contractors' time-sheets each week and forward them to MACRO by close of business each Monday.
13. Should the Client wish to take the Contractor on as a permanent employee the listed Contract Buy-Out rate as a percentage of the Contractors permanent salary package shall be payable by the Client to MACRO.
14. The Client's representatives' signature on the time-sheet constitutes acceptance that the Contractor has performed the work to their satisfaction for the hours indicated on the time sheets. Failure to sign the time sheets does not alter your liability to pay for hours worked.
15. Claims for adjustments of invoices will not be entertained by MACRO where it is in possession of a completed time-sheet duly verified and signed by the Client's representative.

16. A re-engagement is defined as on-hiring or re-employing a candidate placed by MACRO within a standoff period of 9 months after the end of a contract.
17. You agree and hold yourself liable to pay MACRO the Standard Recruitment fee based on the Gross Annual Wages of that employee should you hire or re-engage a candidate introduced by MACRO within the standoff period of 9 months as defined.

Notice

18. The Client agrees that should the Client wish to discontinue their services with the Contractor, they must give no less than 1 days' notice in writing to MACRO. Failure to do so shall entitle MACRO to claim revenue lost equivalent to the 1 days' notice period not given.

Confidentiality & Intellectual Property Ownership

19. The Contractor agrees not to disclose any information deemed as confidential that has been passed to the Contractor by MACRO or the Client.
20. All copyright material shall rest with the Client.
21. The Client shall own all right, title and interest in perpetuity to the results of Contractors' services and all artistic materials and intellectual properties which are, in whole or in part, created, developed or produced by the Contractor during the employment term and which are suggested by or related to the Contractors employment herein or any activities to which Contractor is assigned, and the Contractor shall not have any claim to have any right, title or interest herein of any kind or nature.

Non-Performance.

22. If in the opinion of the Client, the Contractor misconduct themselves or is incompetent or negligent in the performance of their duties the services of the Contractor shall be withdrawn by service of notice in writing to the Contractor. In the event that MACRO receives notice from the Client, the same notice shall be given to the Contractor.
23. If the Contractors' performance is called into question the Client will notify MACRO no later than 48 hours following their occurrence and that all such notification shall be made in writing and addressed to the Managing Director of MACRO. The Client agrees that verbal notifications of such instances are not acceptable to MACRO.

Occupational Health & Safety

24. It is the responsibility of the Client to instruct the Contractor in the Occupational Health & Safety policy for the area in which they (Contractor) are performing their duties.
25. MACRO covers the contractor for WorkCover, but in the event of a claim whilst in the Clients care, custody and control, the first ten (10) days of wages and \$629 of medical bills shall be borne by the Client. This is to cover the WorkCover excess limitation on claims.

Liability

26. The Client acknowledges that MACRO is not performing the services required of our employees or independent Contractors; but is instead the supplier of employees and independent Contractors, at the Client's request. From the time our employees or independent Contractors report to the Client for their duties they are under the care, control and supervision of the Client for the duration of the assignment.

In these circumstances, the Client agrees that MACRO will not be liable to the Client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by our negligence or the negligence of one of our workers, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment to the extent permissible by law.

27. Notwithstanding the provisions of Clauses herein, MACRO will ensure that, for the duration of the Contract, it will maintain Work Cover, Indemnity, and liability insurances.

Penalty rates (overtime)

28. MACRO's Penalty rates are based on the current Award. On-hire employees receive at least the minimum entitlements in the relevant modern award and the National Employment Standards (NES).
29. Overtime worked on Saturday is paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday must be paid for at the rate of double time.
30. A Contractor required to work overtime on a Saturday must be afforded at least three hours' work or be paid for three hours at the appropriate rate.
31. All work performed on the Saturday following Good Friday is paid for at the rate of double time and a half.
32. A Contractor required to work on the Saturday following Good Friday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
33. All time worked on Sundays is paid for at the rate of double time. A contractor required to work overtime on a Sunday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
34. A contractor working overtime on Saturday or Sunday is allowed a paid rest period of 10 minutes between 9.00am and 11.00am.
35. A contractor working overtime on a Saturday or working on a Sunday is allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary time hourly rate of pay but this provision will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.
36. In the event of a contractor being required to work in excess of a further four hours, the employee is allowed to take a paid crib time of 30 minutes which will be paid at the ordinary time hourly rate of pay.
37. All work performed on public holidays, or substituted days are paid for at the rate of double time and a half, subject to a minimum payment for four hours' work.
38. A contractor working past 7.5 hours on a Weekday is paid at time and half for the first 1.5 hours, and at double time thereafter.