

MADEC Australia

Client Service Agreement – On Hire Employee Services

BACKGROUND

This Client Services Agreement is a master contract. It sets out the terms on which we supply our services to you each time you request them under this Agreement.

OPERATION

1. APPLICATION

- 1.1 The Agreement becomes effective when you communicate to us in writing that you accept the Agreement or, where we have not received such communication, you accept one of our Employees on assignment after having received a copy of this Agreement.
- 1.2 The Agreement will remain in force for all Services until the Agreement has been validly terminated, excepting that some clauses may survive the termination of this Agreement, where indicated.
- 1.3 The Agreement will apply in Five Parts, as follows;

Part A Common Terms

Part A shall apply to the provision of all Service to the Client in addition to one or more of the following parts.

Part B On-Hire Casual Employee Services (Onshore)

This Part shall apply to the Client, in addition to Part A, where MADEC provides On-hire Casual Employee Services to the Client.

Part C On-Hire Permanent Employee Services (Onshore)

This Part shall apply to the Client, in addition to Part A, where MADEC provides On-hire Permanent Employee Services to the Client.

Part D Pacific Australia Labour Mobility Scheme (PALMS) Services – Short Term- up to 9 months (Offshore)

This Part shall apply to the Client, in addition to Part A, where MADEC provides PALMS scheme workers (short term) to the Client.

Part E Pacific Australia Labour Mobility Scheme (PALMS) Services – Long Term, up to 4 years (Offshore)

This Part shall apply to the Client, in addition to Part A, where MADEC provides PALMS Scheme workers (long term) to the Client.

PART A - COMMON TERMS

2. INTERPRETATION

2.1 **DEFINITIONS:** In this Agreement, terms in the left-hand column of the table below have the meanings and usages ascribed to them in the right-hand column unless the context otherwise requires.

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| Assignment | Means the on-hire of one or more of our Employees to perform work for you under your general guidance and instruction at your premises, or anywhere else specified by you and approved by us; |
| Agreement | Means this Client Service Agreement (CSA) |
| Assignment Description | Means a description, provided by the Client, of the work to be performed as set out in a document that specifies: <ul style="list-style-type: none"> (a) The services to be provided by each of our Employees; (b) The job description of each of our Employees; (c) Any inherent requirements of the job; (d) Any background, security, suitability, medical and fitness check or other pre-placement investigation required by law in relation to the job; (e) The time and date upon which the assignment is to commence; (f) The time and date upon which the assignment is to terminate (if applicable); (g) The location(s) where the work is to be performed; and (h) Any other material or relevant description of the work to be performed or the arrangements relating to it. |
| The Client | Refers to the Client named in this Agreement, and where the context indicates, a related body corporate of that client; |
| EEO | Means equal employment opportunity, including the prevention of discrimination and sexual harassment; |
| Employee | Means one of our Employees, Trainees or Apprentices; |
| Government Body | Means: <ul style="list-style-type: none"> (a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country; (b) any public authority constituted by or under a law of any country or political subdivision of any country; or (c) any person deriving a power directly or indirectly from any other Government Body. |
| GST | Has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth); |
| Labour Cost Component | Includes all labour related costs and expenses including, but not limited to, worker entitlements, payroll tax, workers compensation, statutory leave contributions, and any other fee or penalty which MADEC are obliged to make which is associated with the employment of our Employees; |
| MADEC | Refers to MADEC Australia; |
| Modern Slavery | Has the meaning given to that term in the <i>Modern Slavery Act 2018</i> (Cth) and as supplemented by definitions in any other modern slavery legislation in Australia. |

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| Modern Slavery Laws | means all Australian laws regarding Modern Slavery. |
| On-Hire Casual Employee Services | The provision of service to the Client by MADEC whereby MADEC assign one or more of MADEC's casual Employees to perform work for the Client under that Client's general guidance and instruction at the Client's premises or anywhere else specified by the Client; |
| On-Hire Permanent Employee Services | The provision of service to the Client by MADEC whereby MADEC assign one or more of MADEC's permanent Employees to perform work for the Client under that Client's general guidance and instruction at the Client's premises or anywhere else specified by the Client; |
| PALM Scheme Services | The provision of service to the Client by MADEC whereby MADEC assign one or more of MADEC's PALM Scheme workers to perform work for the Client under that Client's general guidance and instruction at the Client's premises or anywhere else specified by the Client; |
| RCSA | Refers to Recruitment Consulting & Staffing Association Limited ACN 078 606 416; |
| Related Entity | Has the same meaning as in the Corporations Act 2001 (Commonwealth) and applies, with the necessary changes being made, if you are not a body corporate under that Act; |
| Relevant Jurisdiction | Means the Australian State or Territory jurisdiction in which work in accordance with the Assignment Description is to be performed; |
| Representative | Means, for a person or entity, its officers, employees, agents, contractors and advisers. |
| Schedule of Rates | Means the Schedule of Rates attached to this Agreement, which may be substituted from time to time; |
| Tax Invoice | Has the same meaning as in the GST Act; |
| Us, Our or We | Refers to MADEC Australia; |
| Worker entitlements | Means any salary, wages, allowances, leave (including annual, long service or personal/carer's, domestic violence leave or payments in respect of any of them), notice of termination or payment in respect of notice of termination, redundancy pay, commissions, bonuses, performance related pay, reimbursement of expenses, superannuation and any entitlement which may be owed or payable pursuant to any award, agreement or other industrial instrument, statute or employment contract to which a worker may be entitled in respect of their employment or the termination of that employment. |
| You or Your | You or Your Refers to the Client named in this Agreement and, where the context indicates, a related body corporate of that client. |

2.2 A reference to a clause, paragraph, item or schedule is a reference to a clause, paragraph, item or a schedule to this agreement. If any internal reference appears to be a mistake, it is to be resolved in the manner that will best give effect to the purpose of this agreement and the parties' duty of co-operation.

2.3 Headings and examples are for convenience only and do not form part of this document or affect its interpretation.

3. SERVICES REQUESTS

3.1 Each time you request us to supply our services under this Agreement (a "**services request**"), you must confirm your request to us in writing.

3.2 We can decline or seek clarification of a services request for any reason that we think is proper.

Example: We might decline a request on safety grounds or if it required us to act in a manner that was unlawful or might cause us to breach any code of professional conduct that applies to us. We might seek clarification of a request if the inherent requirements of the job (or the ability of the workplace to make reasonable adjustments to accommodate for disability) was not sufficiently clear.

4. INVOICES AND CHARGES

4.1 You will not pay any of our Employees directly for work they perform, expenses they may incur or allowance to which they may be entitled in respect of their assignment.

4.2 Subject to us satisfying the requirements of this clause, you must pay our invoices within 7 days of receiving the invoice or such other time period agreed between you and ourselves.

4.3 Invoices will be forwarded to you following the completion of each pay period. The invoice must specify:

4.3.1 The amount owing to us for each assignment, and a breakdown of that amount;

4.3.2 The Employees assigned to you during the period;

4.3.3 The number of hours worked by each Employee during the period; and

4.3.4 In addition to the above, if the rates are being calculated on the basis of piece rates, the number of units processed during the period, the type of crop and applicable fee per unit.

4.4 You acknowledge that our Employees' worker entitlements and our tax invoices are calculated and processed on the basis of worksheet information and other information that we must collect from you.

4.5 You must complete worksheets relating to our Employees accurately and submit them to us promptly at the end of each pay period. You must ensure that:

4.5.1 worksheets are completed and approved by you as being accurate in time for processing as specified in sub-clause 4.13; and

4.5.2 the supervisor or nominated representative duly appointed by you for each of our Employees must verify and sign each Employee's worksheet for the relevant pay period;

4.6 You agree that a signature on a worksheet by a supervisor or nominated representative duly appointed by you is verification that work was completed by our Employee, time and/or productivity information is correct, and that we may submit a tax invoice reflecting the time and/or productivity recorded on the worksheet.

4.7 If you fail to provide a verified worksheet at all, or on time, we may make our own estimate of the time worked and/or productivity of our Employee and invoice you accordingly, subject to making any necessary adjustment once the information is verified.

4.8 The rates that we will charge you are documented according to the Charge out rate table or Schedule of Rates provided with this Agreement. They are not inclusive of GST unless otherwise specified within the Schedule.

4.9 You acknowledge and agree:

- 4.9.1 that a party who receives the benefit of the work that our Employees perform and of our services should pay for the cost of that work and those services;
 - 4.9.2 that our rates and charges are based on knowledge and information about the cost and likely cost of the work that our Employees are to perform, which is relevant to the parties at the time they are agreed
 - 4.9.3 that the circumstances and conditions under which our Employees perform their work may change so as to increase the cost of providing our services;
 - 4.9.4 that the circumstances under which we provide our services are subject to regulatory change from time to time that may increase the cost of providing our services; and
 - 4.9.5 as the party who receives the benefit of the work that our Employees perform and of our services, that the provisions of sub-clauses 4.10 to 4.12 are reasonable, fair and consistent with the principle stated in sub-clause 4.9.1.
- 4.10 As part of the consideration for the supply of our services, you must compensate us for any change in circumstances, conditions, or regulation that increases the Labour Cost Component of our services – including, without limiting the generality:
- 4.10.1 any changes in the classification, status, or type of work performed by our Employees from that which formed the basis upon which our Employees were supplied to you,
 - 4.10.2 any piece rate adjustment required
 - 4.10.3 any legal penalty imposed on us for use or payment of piece rates to our Employees where that piece rate was provided by you
 - 4.10.4 changes to statutory charges, levies and taxes for which we may become liable in respect of performing our obligations under this Agreement
- but only to the extent that those increases have not already been taken into account in our rate or may not be absorbed in the rate or set off against loadings paid to our Employees;
- Example:** If a piece rate is assessed as inadequate by a legal or mediated process for one of our casual Employees, who is supplied to you on the basis that he or she is paid on a piece rate basis, we would invoice you for the additional amount of the worker's paid entitlement that has not already been invoiced.
- 4.11 If we form the view that our rates will be insufficient to cover our obligations to the Employees, our necessary on costs with respect to the Employees, and to create a reasonable profit margin for us, then we will immediately notify you in writing, setting out what changes have occurred to render the rates insufficient, the proposed new rates or pricing and the date which the new rates or pricing are proposed to come into effect, being a date calculated from the date of your receipt of the notice that is not earlier than the date upon which you are entitled under this Agreement to terminate, on notice and without having to ascribe any reason, the Assignment to which the proposed rates apply or such later date as may be provided for in Parts B or C of this Agreement if relevant . Our changed rates will be applicable to you if:
- 4.11.1 Agreed to by you; or
 - 4.11.2 The increase is as a result of:
 - 4.11.2.1 You requiring us to comply with an enterprise Agreement or site Agreement to which you are a party;
 - 4.11.2.2 You requiring us to extend to Employees some benefit which is beyond the legal entitlements of those Employees; or
 - 4.11.2.3 Increases in statutory costs which are outside of our control.
- 4.12 A statement of the amount of any adjustment or increase in the cost of providing our services that is signed and certified to be accurate by our CEO to be accurate shall be *prima facie* evidence of the

amount of compensation or increase payable under sub-clause 4.10 or 4.11, which we may invoice to you as provided by this Agreement and which, in the event of non-payment, we may recover as a debt.

- 4.13 The applicable worker payment and invoice period is weekly. Worksheets must be forwarded to MADEC for processing by 4:00 pm every Monday. Invoices will be generated and sent to The Client the following Thursday.

5. **Supervision of Workers (vulnerable persons)**

- 5.1 You agree to provide adequate and appropriate supervision to ensure that all our employees are performing their assigned tasks in a safe and healthy working environment. This includes:

- 5.1.1 Continuous supervision is maintained for the entire duration of the placement when:

i) The placement involves:

- (A) Individuals who are elderly, disabled, or otherwise vulnerable; or
(B) Children (excluding other workers)

ii) determine that continuous supervision is necessary due to the nature of the tasks to be performed, the potential workers involved in the placement, and any risks identified in the relevant risk assessments.

6. **RELATIONSHIPS**

- 6.1 You acknowledge that we are not performing the services set out in any Assignment Description; but are instead the supplier of our Employees, at your request, to perform the work that you have described in the Assignment Description. In doing so, we agree to exercise reasonable skill, care and diligence, and comply with applicable legislation regulating labour providers.

- 6.2 Whilst they are on an assignment to you, our Employees will be under your general guidance and instruction, and you will be principally responsible for their supervision, safety, training and direction.

- 6.3 We reserve all other rights to control the employment of our Employees, subject to us complying with our statutory and contractual obligations towards our Employees, including the right to terminate the employment relationship for any reason that we think fit.

- 6.4 If you are not satisfied with one of our Employees and want a replacement, you will:

6.4.1 Speak to us directly about the replacement of our Employee; and

6.4.2 Not communicate anything to our Employee indicating that their On-hire Assignment will be cancelled.

- 6.5 If you are not satisfied with one of our Employees, but do not want our Employee replaced, you may speak to our Employee in order to give any reasonable and safe instruction, provided that you contact us as soon as is practicable to discuss the matter.

- 6.6 If one of our Employees raises a work health and safety or EEO issue with you, you will take steps to investigate the issue, and, if there is a work health and safety or EEO risk, you will take immediate action to minimise those risks, and then, as soon as practicable, notify us so that we may work with you, and our Employee, to control any work health and safety or EEO risk as reasonably practical. You will not discriminate against our Employee or victimise our Employee on the basis of him or her raising a work health and safety or EEO issue with you, or any other Employee or contractor in your workplace. Where you reasonably believe a work health and safety or EEO issue has been raised vexatiously you shall immediately notify us and we will work with you to investigate and address your concerns.

- 6.7 Third Party Ethical audits are to be undertaken at MADEC cost where requested as per Host Employers requirements

- 6.8 You may conduct audits relevant to the performance of our obligations under this Agreement, with each party bearing its own costs of any such audits.
- 6.9 You may:
- 6.9.1 Require us, or our Employees, agents or sub-contractors to provide documentation, books, records and information that are directly related to this Agreement, including but not limited to the following:
 - 6.9.1.1 Copies of Employees passports and current visa status;
 - 6.9.1.2 Copies of pay slips issued to Employees;
 - 6.9.1.3 Receipts or other documents issued by superannuation funds showing any superannuation contributions required by law for each Employee;
 - 6.9.1.4 Bank statements providing evidence of payment to Employees;
 - 6.9.1.5 Copies of relevant tax forms completed by Employees; and
 - 6.9.1.6 Copies of contracts, Piece Rate Agreements, Workers Compensation, Certificate of Currency and Labour Hire Licence where applicable.

7. GENERAL MATTERS AND OTHER RESPONSIBILITIES

- 7.1 You will:
- 7.1.1 Provide us with full and accurate information about the job requirements relevant to the assignment by means of an Assignment Description;
 - 7.1.2 Not on-hire or resupply our Employees to any other person or organisation;
 - 7.1.3 Not allocate tasks or responsibilities to our Employees or require our Employees to perform or participate in work, other than in accordance with the relevant Assignment Description;
 - 7.1.4 Not request our Employees to perform or participate in any work or use any equipment with which they are unfamiliar or in respect of the use of which they are unqualified or have not received adequate training;
 - 7.1.5 So far as is reasonably practicable, provide and maintain a work environment that is safe and without risk to health;
 - 7.1.6 Supervise, instruct and direct our Employees properly at all times whilst they are on assignment to you;
 - 7.1.7 Supervise, instruct and direct your own Employees, contractors and other representatives properly at all times whilst our Employees are on assignment to you;
 - 7.1.8 Comply with your obligations to our Employees pursuant to all relevant laws, including laws relating to work health and safety and EEO;
 - 7.1.9 Provide induction, training, protective equipment and safety consumables to our Employees where appropriate;
 - 7.1.10 Inform our Employees and us promptly of any unusual workplace risk or practice or of any change in site or safety conditions that may present a risk to our Employees;
 - 7.1.11 Comply with our reasonable requests to ensure the work health and safety of our Employees and to rectify promptly any deficiency in the provision of a safe and fair work environment or safe systems of work, that in our reasonable opinion would pose a threat to the safety of one of our Employees or to any other person who may attend a place at which work is or may be performed by one of our Employees under an assignment;

- 7.1.12 Ensure that our Employees will be covered by the following insurance policies, or other suitable and permissible statutory indemnity or self-insurance arrangements, whilst working on assignment with you:
 - 7.1.12.1 Public Liability;
 - 7.1.12.2 Professional indemnity, if relevant to the type of work to be performed;
 - 7.1.12.3 Compulsory third-party motor vehicle insurance where our Employees are operating vehicles controlled by you; and
 - 7.1.12.4 Fully comprehensive motor vehicle insurance where our Employees are operating vehicles controlled by you.
- 7.1.13 Provide us with evidence of the currency and suitability of all insurances required under this Agreement, statutory indemnity or self-insurance arrangements that extend cover to our Employees;
- 7.1.14 Notify us immediately of any event that you are aware may give rise to a claim under any insurance policy, statutory indemnity or self-insurance arrangement that relates to our Employees whether such policy, indemnity or arrangement is held or established by you or by us;
- 7.1.15 Notify us immediately of any work health and safety or EEO incident, or near-miss, involving our Employees;
- 7.1.16 Report to us any performance or conduct issues in relation to our Employees as soon as you become aware of them, in a written format, so that we can manage the performance and conduct of our Employees on assignment;
- 7.1.17 Forward to us promptly a written notification of any workplace incident that may give rise to a claim or complaint by, against or involving our Employees;
- 7.1.18 Abide by all laws that cast upon you any obligation to do, or refrain from doing, anything, or to make or pay any payment, deduction, premium, levy, allowance, compensation, damages, interest or costs in respect of or in connection with the engagement of our Employees under this Agreement or any work done by them whilst on assignment to you;
- 7.1.19 Comply with all Australian laws and the laws of any other country that apply to any and all activities You are engaged in in connection with this Agreement
- 7.1.20 Maintain the confidentiality and privacy of information we provide to you about our Employees, whether written or verbal, including the fact that they may be looking for work;
- 7.1.21 Familiarise yourself with the provisions any applicable award, enterprise agreement or industrial agreement that governs our Employees' worker entitlements, and supervise our Employees in such a manner as to ensure that they receive their worker entitlements including breaks and rest periods.
- 7.1.22 Maintain true, accurate and complete Records about relevant details of each of our employees placed with you including, their hours worked, their work conditions and work history, and keep these for the period of time required by law
- 7.2 You will notify us of any requirement for us to pay our employees' wages or other benefits over and above those which we are lawfully required to comply with, including but not limited to, enterprise Agreements and site Agreements to which you are a party.
- 7.3 If requested, you are to provide us with access to the minutes, to the extent that they related to our Employees, of any committee or working group that is, or may be, established for consultation, or to exercise any statutory function or responsibility, with respect to work health and safety or EEO in any workplace in which one of our Employees is required to perform work, as we may request from you.
- 7.4 You must allow us (or any of our Employees), when we deem it appropriate, the opportunity to be included as a representative to, member or observer of, or to consult with, or to participate in, any of

the committees or working groups referred to in the previous clause, to the extent that they are dealing with matters of relevance to Employees.

- 7.5 You shall consult, communicate and cooperate with us in relation to all work health and safety and EEO matters to the extent that will allow us to comply with work health and safety and EEO legislation within Australia.
- 7.6 Where we are required to investigate the complaints of our Employees you shall cooperate with us and provide us, or our representatives, with access to your Employees, contractors and representatives for the purpose of conducting interviews to allow us to properly investigate such complaints as far as reasonably practical
- 7.7 When you ask for work to be performed on a piece rate basis, in addition to any other provisions of this Agreement, before any work is performed, you will provide us with any information that we might reasonably require including historical time and productivity information, worker experience information, crop, site and weather conditions ripening process; type of bin; type of picking (e.g. selective or stripping), packing or pruning; size of trees/plants; density of trees/plants) that demonstrates the piecework rates at which our Employees may be engaged are likely to enable them to earn minimum hourly rate applicable to the work they are to perform. Approved Piece Rates must be documented in a written Piece Rate Agreement and entered into by the employee prior to any piecework commencing.
- 7.8 You will assist where practicable; with the rehabilitation of our Employees by way of providing such Employees, through us, with suitable work (including light duties) once the Employees are able to return to work, if one of our Employees suffers an injury on Assignment to you that is compensable under any law relating to workers' compensation or work health and safety.
- 7.9 Raise any requests for substitute public holidays directly with the nominated MADEC Australia representative.
- 7.9.1 Substitute public holidays may be requested where the legally applicable industrial instrument provides for substitution of public holidays.
- 7.9.2 For avoidance of doubt, in circumstances where substitution of a public holiday is requested and applicable under the relevant industrial instrument, public holiday entitlements will only apply where the majority of MADEC casual on-hire employees affected by the change agree to the specific change. In this case, the applicable public holiday penalties under the industrial instrument will be applicable to hours worked on the substitute public holiday; ordinary pay will be applicable to hours worked on the actual public holiday; and no pay will be applicable where our casual on-hire employee does not work on either the substitute or actual public holiday.
- 7.10 You agree to notify us of any of the following:
- 7.10.1 proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
- 7.10.2 You come under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001 (Cth) or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
- 7.10.3 notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity;
- 7.10.4 if You are an individual, You become bankrupt or enter into a scheme of arrangement with creditors or are found to be non-compliant with any other Australian laws; or
- 7.10.5 You are subject to a criminal investigation or are charged with a criminal offence.

8. **ENGAGEMENT OF OUR EMPLOYEES**

8.1 You will not:

8.1.1 engage an Employee to perform work other than the work described in the Assignment Description; or

8.1.2 enter into a private or direct employment relationship with an Employee,

for the first 9 months of the Employee performing work for the Client in satisfaction of MADEC's obligations under this Agreement.

8.2 In the event that you enter into a private or direct employment relationship with an Employee in contravention of clause 8.1 above, you agree to inform MADEC as soon as is reasonably practicable and pay to MADEC (in respect of each such Employee):

8.2.1 any accrued but unpaid debts owed by that Employee to MADEC, including (but not limited to) debts incurred in relation to:

8.2.1.1 flights;

8.2.1.2 visas;

8.2.1.3 accommodation;

8.2.1.4 medical bills; and

8.2.2 a lump sum payment equal to 75% of the rates specified in the Schedule of Rates that would have been payable by the Client in respect of the Employee, had the Client complied with clause 8.1 above, for the indirect costs incurred by MADEC in the hiring, training and engagement process.

8.3 If clause 8.2 applies, the Client shall make payment in full to MADEC within 14 days of engaging the Employee.

9. **OUR RESPONSIBILITIES**

9.1 We are responsible for the following in relation to our Employees during the recruitment process and whilst on assignment with you:

9.1.1 The payment of all amounts due to our Employees from us under the terms of any award, industrial instrument, law or contract which lawfully covers us;

9.1.2 The payment of any leave entitlements, including but not limited to annual leave, personal leave, parental leave and long service leave;

9.1.3 The issuing of pay slips to each Employee as required by legislation;

9.1.4 Subject to the conditions of assignment, the deduction and/or remittance of all appropriate taxes, including but not limited to income tax, fringe benefits tax and payroll tax, as may be required by law;

9.1.5 Workers compensation under the applicable legislation in the relevant jurisdiction, unless the legislation casts that responsibility on you;

9.1.6 The payment of an amount as superannuation into a superannuation fund to avoid the imposition of any charge as may be required by law;

9.1.7 Consulting, communicating and cooperating with you to facilitate our joint compliance with work health and safety legislation within Australia;

- 9.1.8 Informing Employees that they are not your Employees and you are not responsible for any accrued worker entitlements or any termination or redundancy entitlements;
- 9.1.9 Directing Employees to comply with their occupational health and safety obligations and any other reasonable policies of yours;
- 9.1.10 Ensuring Employees hold the necessary qualifications or licences to perform the work, are legally entitled to work in Australia, and remain current for the duration of the assignment;
- 9.1.11 Take reasonable steps to ensure candidates who are applying for a position as an Employee are not required to pay any fees or charges to gain employment, including indirectly through third party recruitment or other companies or agencies; and
- 9.1.12 Other matters or things that may be negotiated between you and us, including but not limited to those set out in Part B, Part C, Part D and or Part E of this Agreement.

10. **WORKPLACE HEALTH AND SAFETY**

10.1 You:

- 10.1.1 agree and acknowledge that you must ensure, as far as is reasonably practicable, the health and safety of all our Employees while performing an Assignment;
- 10.1.2 warrant that you will make all reasonable attempts to ensure that all work carried out by our Employees pursuant to this Agreement complies with all workplace health and safety requirements in accordance with the laws of the State or Territory in which the work is carried out;
- 10.1.3 will ensure that all Employees engaged to perform an Assignment will fully comply with the appropriate regulations, standards and legislation, and all relevant policies of MADEC;
- 10.1.4 will at all times ensure that all our Employees exercise reasonable and necessary precautions which are appropriate to the nature of the work and the conditions under which the work is carried out;
- 10.1.5 agree to promptly notify the us of any proposed or actual changes to the tasks assigned to our Employees or to the conditions under which those tasks are being performed.
- 10.1.6 must ensure that all of our Employees receive adequate induction and training to ensure tasks are undertaken in a manner that minimises the risk to their own health and safety and the health and safety of others, and that our Employees do not undertake any tasks for which they have not received adequate training;
- 10.1.7 agree to notify us of any accidents, injuries or illnesses sustained by any of our Employees as a result of or in the course of performing an Assignment, immediately after it becomes aware of such accidents, injuries or illnesses;
- 10.1.8 agree to indemnify MADEC for any action, suit, Claim, demand, cost or expense arising out of any damage, injury or loss caused by or resulting from you acting in breach of any act, regulation, rule or any other rule of law relating to personal injury; and
- 10.1.9 agree and acknowledge that your work health and safety duties at law and in this clause are not to be transferred or delegated to any other person or entity.

11. **MODERN SLAVERY**

11.1 **Compliance**

In performing its obligations in connection with this agreement, each party must, and must ensure that each of its Representatives, Related Entities and any subcontractors:

- 11.1.1 take reasonable steps to ensure that there is no Modern Slavery in its supply chains or any part of its business, or the supply chains of its Representatives, Related Entities or subcontractors or in any part of their businesses; and
- 11.1.2 immediately notify each other party of any facts or circumstances which may contravene the Modern Slavery, whether that relates to the party, its Representatives, Related Entities or any of its subcontractors.

11.2 **Due diligence procedures**

Each party must implement due diligence procedures for its own suppliers, subcontractors and other participants (together with other processes, procedures, investigations and other systems as deemed necessary) to ensure that there is no Modern Slavery in the party's supply chains or in any part of their business, or the supply chains of the party's Representatives, Related Entities or subcontractors, or in any part of their businesses.

11.3 **Assistance**

The parties must comply (and ensure that their respective Representatives, Related Entities and subcontractors comply) with any reasonable requests made each other party for assistance, for the provision of information or documents as required to enable each other party's own compliance under or related to Modern Slavery Laws. The provisions of this clause will continue to operate notwithstanding termination.

12. **EXCLUSIONS AND INDEMNITY**

- 12.1 Our Employees may refuse work if it reasonably appears that the working environment is or has become unsafe for any reason, including but not limited to the Client, your Employees or representatives:

- 12.1.1 Not having established safe work procedures;
- 12.1.2 Not complying with safety standards;
- 12.1.3 Not complying with EEO standards;
- 12.1.4 Not maintaining plant and equipment;
- 12.1.5 Not controlling workplace health and safety risks;
- 12.1.6 Not controlling EEO risks;
- 12.1.7 Not providing suitable safety and EEO information, training or supervision; or
- 12.1.8 Not complying with any relevant work health and safety or EEO legislation or regulations or other obligation which under these terms and conditions is for the protection of health and safety and the prevention of EEO risks.

- 12.2 Because our Employees work under your control, supervision and direction:

- 12.2.1 We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;
- 12.2.2 We will not be liable to you for damage, loss or injury caused directly or indirectly by one of our Employees whilst they are working under your control, supervision or direction.
- 12.2.3 To the extent that MADEC is held liable by any Employee or third party for damage, loss or injury caused directly or indirectly by one of our Employees whilst they are working under your control, supervision or direction, you agree to indemnify MADEC to the full extent of its liability including to the extent MADEC may have contributed to any such damage, loss or injury.

- 12.2.4 Our liability for any breach of a term implied in this Agreement by any Act of Parliament will be limited, at our option, to providing, or paying the costs of providing, the services again.

13. **TERMINATION AND BREACH**

- 13.1 Subject to the following sub-clauses, an assignment will end on the date specified in the Assignment Description (if indicated).
- 13.2 We can terminate an assignment (and this Agreement) or suspend or reduce the provision of services immediately upon giving notice and without incurring any liability to you for reasons which include, but which are not limited to:
- 13.2.1 Any breach of the conditions of assignment, or this Agreement; or
- 13.2.2 Your failure to pay any amounts outstanding to us.
- 13.3 You can terminate an assignment (and this Agreement) or suspend the provision of services immediately upon giving notice and without incurring any liability to Us for reasons which include, but which are not limited to any breach of the conditions of assignment, or this Agreement.
- 13.4 In the case of On-hire Casual Employee Services, and On-hire Permanent Employee Services you can terminate an assignment by giving notice in accordance with Part B and/or Part C of this Agreement.
- 13.5 You can terminate this Agreement by giving four (4) weeks' notice to us.
- 13.6 We can terminate this Agreement by giving four (4) weeks' notice to you.
- 13.7 If you terminate this Agreement in accordance with the previous sub-clause, you will still be liable to pay to us all outstanding charges owed and incurred prior to the termination of this Agreement.
- 13.8 If you terminate an assignment other than as provided for in this Agreement or the Conditions of assignment you agree that you will indemnify us for any liability, damages, compensation, expenses, or costs that we may incur as a result of any proceedings which may be commenced or claims that may be made by one of our Employees arising out of, or in any way related to the termination of the assignment.

14. **GENERAL MATTERS**

14.1 **Variation**

- 14.1.1 Any variation to this Agreement or to an Assignment Description must be in writing and agreed to by an authorised representative of the parties, except in so far as this Agreement expressly permits one party to change the Agreement or an Assignment Description unilaterally.

14.2 **Waiver etc.**

- 14.2.1 If either party does not take action to enforce or require strict or prompt compliance with our obligations under this Agreement, or under the conditions of assignment, this will not affect or in any way limit that party's rights to exercise remedies it has in respect of such breaches.

Severance

- 14.2.2 If a provision of this Agreement, or of any conditions of assignment, is declared to be invalid, unenforceable, illegal or contrary to public policy, such invalidity, unenforceability or illegality will vitiate the provision only, and that provision will be deemed deleted or modified to the extent necessary to render the remainder of the provisions valid or enforceable, and will not otherwise in any way vitiate any other provision of this Agreement.

14.3 **Jurisdiction**

- 14.3.1 This Agreement, and these conditions of assignment, are governed by and will take effect in accordance with the laws in force in the jurisdiction named in this Agreement.

14.4 **Entire Agreement**

- 14.4.1 These terms and conditions represent the entire Agreement between you and us in relation to its subject matter.

- 14.4.2 By accepting these terms and conditions you acknowledge that neither we nor anyone acting on our behalf have or has made any warranties or representations to you in relation to the matters covered by our Agreement which are not fully set out in these terms and conditions, and that before entering into the Agreement you have read these terms and conditions together with Part B, Part C, Part D and/or Part E, and have understood them.

PART B ON-HIRE CASUAL EMPLOYEE SERVICES (Onshore)

1. TERMINATION OF ASSIGNMENTS

- 1.1. In the case of On-hire Casual Employee Services you can terminate an Assignment by giving us two (2) working days' notice.

2. OUR CHARGES

- 2.1. The rates that we will charge you will be provided in writing within the Schedule of Rates. They are not inclusive of GST unless otherwise specified within the Schedule of Rates.

PART C ON-HIRE PERMANENT EMPLOYEE SERVICES (Onshore)

1. TERMINATION OF ASSIGNMENTS

- 1.1 Subject to sub-clause 1.2 you can terminate an On-Hire Permanent Employee Assignment by giving us 15 working days' notice unless the Employee has worked on Assignment for you for 2 years or longer, without a break of one month or longer, in which case you will provide us with 30 working days' notice.
- 1.2 Where the Parties agree to engage an Employee on a fixed term contract you will not terminate the Assignment within the fixed term other than by written agreement between the Parties.
- 1.3 Where you terminate an assignment without providing us with the notice outlined in this Clause, you shall compensate us for any payment or penalty which may arise as a consequence of failing to provide us with that notice, including any redundancy pay obligations, obligations to make payment in lieu of notice and any compensation awarded by a Court, Tribunal or Commission of legal standing. Such compensation, where payable to us, shall be passed on, and paid, at cost.

2. OUR CHARGES

- 2.1. Unless we agree, in writing, on a weekly or daily charge rate structure based upon the weeks or days our Employees work on Assignment with you, our charges will be based upon the number of hours that our Employees work on Assignment with you.
- 2.2. You will be charged for each hour, day or week that you utilise the service of our Employees. For the avoidance of doubt, unless otherwise agreed in writing, you shall be charged for the following periods of leave which the Employee would be entitled to be paid for under Australian workplace law, including an award or other legally applicable industrial instrument:
- 2.2.1. Public Holidays;
 - 2.2.2. Personal leave, including sick leave and carers' leave;
 - 2.2.3. Bereavement leave;
 - 2.2.4. Community service leave;
 - 2.2.5. Trade union training leave;
 - 2.2.6. Health and safety representative training leave;
 - 2.2.7. Jury service leave; and
 - 2.2.8. Any other period of paid leave which you direct us to observe.
 - 2.2.9. Annual leave;
 - 2.2.10. Maternity leave;

- 2.2.11. Long service leave; and
- 2.2.12. Periods of total incapacity on workers compensation.
- 2.3. The rates that we will charge you will be provided in writing within the Schedule of Rates. They are not inclusive of GST unless otherwise specified within the Schedule of Rates.
- 2.4. When our hourly charge rates to you do not provide for any entitlements such as bonuses, site allowances, industry allowances, portable entitlement fees or levies, long service leave, redundancy and other employment or work related entitlements arising where we become liable for the payment of such entitlements, you shall reimburse us upon the provision of satisfactory proof to you that such an entitlement is owing to the Employee or Employee's.

PART D PACIFIC AUSTRALIA LABOUR MOBILITY (SHORT TERM) SERVICES

1. TERMINATION OF ASSIGNMENTS

- 1.1. In accordance with clause 13.8 of the Agreement, if you terminate an assignment other than as provided for in this Agreement or the Conditions of assignment you agree that you will indemnify us for costs that we may incur as a result of recruitment proceedings which may be commenced, including but not limited to the cost of visa lodgements and travel bookings.
- 1.2. Subject to Clause 13.2 of the agreement, You acknowledge and accept that PALM Scheme Assignments are subject to the approval of the Department. If in their absolute discretion, they may issue a Notice to us to
 - 1.2.1. Reduce the scope
 - 1.2.2. Suspend an approved Recruitment
 - 1.2.3. Suspend the employment of one or more worker
 - 1.2.4. Approve a recruitment subject to conditions as they see fit
 - 1.2.5. Terminate an approved recruitment
 - 1.2.6. Direct us to remove PALM scheme workers from You.

2. OUR CHARGES

- 2.1. The rates that MADEC will charge you are as outlined within the Schedule of Rates provided with this Agreement. Rates are subject to change as documented in this Agreement
- 2.2. Inclusions
 - 2.2.1. Costs associated with worker recruitment and shortlisting;
 - 2.2.2. All costs associated with visa processing and health insurance.
 - 2.2.3. Domestic transport costs incurred from port of arrival in Australia to the assignment location
 - 2.2.4. All legislative requirements associated with Work cover, superannuation and payroll tax.
 - 2.2.5. Administrative costs associated with payroll processing, travel and accommodation arrangements.
- 2.3. Exclusions
 - 2.3.1. Any reasonable costs associated with transferring workers from one location to another that is not listed separately in this agreement as an inclusion.
 - 2.3.2. Any reasonable costs associated with accommodation or transfer arrangements The Client has made on behalf of the workers.

3. PERFORMANCE MANAGEMENT

- 3.1. It is important that expectations of your workers are clearly explained from the outset. This should include information on the expectation of production units completed per production period, time to complete one production unit, safe work practices and task / duties instruction
- 3.2. Workers must be given fair opportunity to demonstrate competence and compliance to required work standards.
- 3.3. You must discuss any performance related matters with your MADEC contact immediately.

4. CLIENT OBLIGATIONS

- 4.1. Acknowledge the PALM Scheme is a Commonwealth Programme, and the Deed under which MADEC operate as an Approved employer is a Commonwealth Contract.
- 4.2. Provide a minimum average of 30 hours per week of seasonal work over each four week period in accordance with the assignment description set out in the PALM Scheme Assignment Agreement (as varied and amended). For the avoidance of doubt, a worker must be provided 120 hrs over a 4-week period.
- 4.3. Failure to provide the minimum hours in 4.2, will result in a charge to the client of the equivalent amount of at least 120 hrs over the 4-week period.
- 4.4. Perform all obligations in this Agreement in good faith to Us, The Department and the PALM Workers, and in a manner that maintains the good reputation of the Us, Commonwealth, The Department and the Seasonal worker Programme
- 4.5. Comply with any request, advice, direction or Notice given by The Department, and work collaboratively with any Representative, other personnel or any other person authorised in writing by the Department
- 4.6. Allow The Department access to premises and our workers to conduct Programme Assurance Activities.
- 4.7. Notify the nominated MADEC Australia representative as soon as possible, but no later than the next business day, when:
 - 4.7.1. There is a change in your circumstances that may affect your capacity to meet your obligations;
 - 4.7.2. Any matter or incident that could affect or has effected
 - 4.7.2.1. the welfare of our Employees
 - 4.7.2.2. the reputation of the PALM Scheme, MADEC or the Department
 - 4.7.3. any Employee is absent immediately upon becoming aware of the absence;
 - 4.7.4. employee concerns and issues concerning the terms of their employment and/or Welfare and Wellbeing
 - 4.7.5. when You are under investigation for, charged with, or found to have breached any Australian laws in connection with the PALM Scheme
- 4.8. Refrain from communication with Sender Country/ies regarding recruitment and other worker related matters including but not limited to, selection and make up of work groups
- 4.9. Not assist Employees to make personal accommodation or transport arrangements outside of the arrangements made by MADEC unless otherwise agreed by MADEC in writing.
- 4.10. Not direct Employees to stay in any specific accommodation or utilise any specific transport as it is a condition of the PALM Scheme that workers be able to exercise choice
- 4.11. Ensure that any of your employees acting in a supervisory role who has direct involvement in (including where they have close contact with PALM Scheme workers,
 - (a) is a fit and proper person to be involved in the relevant Placement;
 - (b) completes cultural competency training as directed by Us related to the Worker's Home Country;
 - (c) is able to liaise and work with the Worker in a culturally appropriate way; and

- (d) has a high level of skill/knowledge, training and/or experience in:
- (i) each part of the job role they are involved in; and
 - (ii) working with, training and supervising individuals in such activities.

5. MADEC OBLIGATIONS

- 5.1. Provide Employees as prescribed in the PALM Scheme Assignment Agreement.
- 5.2. Undertake labour market testing.
- 5.3. Preparation and submission of the required documentation to the Department for approval for recruitment.
- 5.4. Undertaking recruitment activities in conjunction with authorities in the Sender Country/ies.
- 5.5. Conduct an Arrival Briefing for Seasonal Workers on arrival in Australia, to which a representative from the relevant union and the Fair Work Ombudsman must be invited, and will cover
 - 5.5.1. Welfare and Wellbeing arrangements, including Contacts for assistance;
 - 5.5.2. Regional/local orientation information;
 - 5.5.3. Financial literacy, banking and remittance arrangements;
 - 5.5.4. Accommodation arrangements and what the Employee is required to do if they would like to make alternate accommodation arrangements; and
 - 5.5.5. Transport arrangements
- 5.6. Monitor the progress, placement and well-being of all Employees under the program on a regular basis.
- 5.7. Provide all Employees with 24 hour per day; seven day per week contact number of a representative of MADEC.
- 5.8. Ensure all Employees have adequate arrangements for health insurance.
- 5.9. Assist Employees to apply for a tax file number.
- 5.10. Assist Employees to access opportunities for recreation and religious observance.
- 5.11. Provide a Departure Briefing prior to Employees departing Australia that covers departure arrangements, excess baggage arrangements and Departing Australia Superannuation Payment claims.
- 5.12. MADEC cannot direct Employees to stay in pre-arranged accommodation as it is a condition of the PALM Scheme that workers be able to exercise choice
- 5.13. A representative of MADEC will travel to your location at least 5 times during the course of the assignment to carry out:
 - 5.13.1. Arrival and departure requirements
 - 5.13.2. Performance report and review meeting

E PACIFIC AUSTRALIA LABOUR MOBILITY SCHEME (LONG TERM)

1. TERMINATION OF ASSIGNMENTS

- 1.1. Subject to Clause 13.2 of the agreement, You acknowledge and accept that PALM Scheme assignments are subject to the approval of the Department. If in their absolute discretion, they may issue a Notice to us to
 - 1.1.1. Reduce the scope
 - 1.1.2. Suspend an approved Recruitment
 - 1.1.3. Suspend the employment of one or more worker

- 1.1.4. Approve a recruitment subject to conditions as they see fit
 - 1.1.5. Terminate an approved recruitment
 - 1.1.6. Direct us to remove Workers from You.
 - 1.2. Subject to clause 1.3 of Part E, you can terminate a PALM Scheme Assignment by giving us 4 weeks' notice.
 - 1.3. Where We agree to engage an Employee on a maximum or fixed term contract you will not terminate the Assignment within the fixed term other than by written agreement between the Parties.
 - 1.4. In accordance with clause 13.8 of the Agreement, if you terminate an assignment other than as provided for in this Agreement or the Conditions of assignment you agree that you will:
 - 1.4.1. Indemnify us for costs that we may incur as a result of recruitment proceedings which may be commenced, including but not limited to the cost of visa lodgements and travel bookings.
 - 1.4.2. Compensate us for any payment or penalty which may arise as a consequence of failing to provide us with that notice, including any redundancy pay obligations, obligations to make payment in lieu of notice and any compensation awarded by a Court, Tribunal or Commission of legal standing. Such compensation, where payable to us, shall be passed on, and paid, at cost.
- 2. OUR CHARGES**
- 2.1. The rates that MADEC will charge you are as outlined within the Schedule of Rates provided with this Agreement. Rates are subject to change as documented in this Agreement
 - 2.2. Inclusions
 - 2.2.1. Costs associated with worker recruitment and shortlisting;
 - 2.2.2. All costs associated with visa processing and health insurance.
 - 2.2.3. Domestic transport costs incurred from port of arrival in Australia to the assignment location
 - 2.2.4. All legislative requirements associated with Work cover, superannuation and payroll tax.
 - 2.2.5. Administrative costs associated with payroll processing, travel and accommodation arrangements.
 - 2.3. Exclusions
 - 2.3.1. Any reasonable costs associated with transferring workers from one location to another that is not listed separately in this agreement as an inclusion.
 - 2.3.2. Any reasonable costs associated with accommodation or transfer arrangements The Client has made on behalf of the workers.
 - 2.4. You will be charged for each hour, day or week that you utilise the service of our Employees. For the avoidance of doubt, unless otherwise agreed in writing, you shall be charged for the following periods of leave which the Employee would be entitled to be paid for under Australian workplace law, including an award or other legally applicable industrial instrument:
 - 2.4.1. Public Holidays;
 - 2.4.2. Personal leave, including sick leave and carers' leave;
 - 2.4.3. Bereavement leave;
 - 2.4.4. Community service leave;
 - 2.4.5. Trade union training leave;
 - 2.4.6. Health and safety representative training leave;
 - 2.4.7. Jury service leave; and
 - 2.4.8. Any other period of paid leave which you direct us to observe

- 2.4.9. Annual leave;
- 2.4.10. Maternity leave;
- 2.4.11. Long service leave; and
- 2.4.12. Periods of total incapacity on workers compensation.

3. PERFORMANCE MANAGEMENT

- 3.1. It is important that expectations of your workers are clearly explained from the outset. This should include information on the expectation of production units completed per production period, time to complete one production unit, safe work practices and task / duties instruction
- 3.2. Workers must be given fair opportunity to demonstrate competence and compliance to required work standards.
- 3.3. You must discuss any performance related matters with your MADEC contact immediately.

4. CLIENT OBLIGATIONS

- 4.1. Acknowledge the PALM Scheme is a Commonwealth Programme, and the Deed under which MADEC operate as an Approved Employer is a Commonwealth Contract.
- 4.2. Provide a minimum of 38 hours work per week work in accordance with the assignment description set out in the PALM Scheme Assignment Agreement.
- 4.3. Perform all obligations in this Agreement in good faith to Us, The Department and the PALM Scheme, and in a manner that maintains the good reputation of the Us, Commonwealth, The Department and the PALM Scheme.
- 4.4. Comply with any request, advice, direction or Notice given by The Department, and work collaboratively with any Representative, other personnel or any other person authorised in writing by the Department.
- 4.5. Allow The Department access to premises and our workers to conduct Programme Assurance Activities.
- 4.6. Notify the nominated MADEC Australia representative as soon as possible, but no later than the next business day, when:
 - 4.6.1. There is a change in your circumstances that may affect your capacity to meet your obligations;
 - 4.6.2. Any matter or incident that could affect or has effected
 - 4.6.2.1. the welfare of our Employees
 - 4.6.2.2. the reputation of the PALM Scheme, MADEC or The Department
 - 4.6.3. any Employee is absent immediately upon becoming aware of the absence;
 - 4.6.4. employee concerns and issues concerning the terms of their employment and/or Welfare and Wellbeing
 - 4.6.5. when You are under investigation for, charged with, or found to have breached any Australian laws
- 4.7. Refrain from communication with Sender Country/ies regarding recruitment and other worker related matters including but not limited to, selection and make up of work groups
- 4.8. Not assist Employees to make personal accommodation or transport arrangements outside of the arrangements made by MADEC unless otherwise
- 4.9. Not direct Employees to stay in any specific accommodation or utilise any specific transport as it is a condition of the PALM Scheme that workers be able to exercise choice
- 4.10. Ensure that any of your employees acting in a supervisory role who has direct involvement in (including where they have close contact with PALM Scheme workers,
 - (a) is a fit and proper person to be involved in the relevant Placement;

- (b) completes cultural competency training as directed by Us related to the Worker's Home Country;
- (c) is able to liaise and work with the Worker in a culturally appropriate way; and
- (d) has a high level of skill/knowledge, training and/or experience in:
 - (i) each part of the job role they are involved in; and
 - (ii) working with, training and supervising individuals in such activities.

5. MADEC OBLIGATIONS

- 5.1. Provide Employees as prescribed in the PALM Scheme Assignment Agreement.
- 5.2. Undertake labour market testing.
- 5.3. Preparation and submission of the required documentation to the Department for approval for recruitment.
- 5.4. Undertaking recruitment activities in conjunction with authorities in the Sender Country/ies.
- 5.5. Conduct an Arrival Briefing for PALM Scheme Workers on arrival in Australia, to which a representative from the relevant union and the Fair Work Ombudsman must be invited, and will cover
 - 5.5.1. Welfare and Wellbeing arrangements, including Contacts for assistance;
 - 5.5.2. Regional/local orientation information;
 - 5.5.3. Financial literacy, banking and remittance arrangements;
 - 5.5.4. Accommodation arrangements and what the Employee is required to do if they would like to make alternate accommodation arrangements; and
 - 5.5.5. Transport arrangements
- 5.6. Monitor the progress, placement and well-being of all Employees under the scheme on a regular basis.
- 5.7. Provide all Employees with 24 hour per day; seven day per week contact number of a representative of MADEC.
- 5.8. Ensure all Employees have adequate arrangements for health insurance.
- 5.9. Assist Employees to apply for a tax file number.
- 5.10. Assist Employees to access opportunities for recreation and religious observance.
- 5.11. Provide a Departure Briefing prior to Employees departing Australia that covers departure arrangements, excess baggage arrangements and Departing Australia Superannuation Payment claims.
- 5.12. MADEC cannot direct Employees to stay in pre-arranged accommodation as it is a condition of the PALM Scheme that workers be able to exercise choice
- 5.13. A representative of MADEC will travel to your location at least 5 times during the course of the assignment to carry out:
 - 5.13.1. Arrival and departure requirements
 - 5.13.2. Performance report and review meeting

End.