



**HARRISON BARRATT GROUP
PTY LTD TOB 2020**



**HARRISON BARRATT
GROUP**

"Superior People. Superior Service."

PREPARED BY:

SEBASTIAN HARRISON-BARRATT

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23 Foster St, Surry Hills, 2010



THIS AGREEMENT is dated 2020
BETWEEN HARRISON BARRATT GROUP ACN 638 914 824
("the company"),
and the entity identified in Item 1 of the Schedule ("the
Customer")

INTRODUCTION

- A. The Company is engaged in the business of sourcing and supply of specialised and non-labour. ("Personnel")
- B. The Customer wishes to avail itself to the company personnel.

IT IS AGREED

1. INTERPRETATION

In this Deed:

- (a) The singular includes the plural and vice versa;
- (b) A reference to one gender includes a reference to all other genders;
- (c) References to the "Schedule" are a reference to the Schedule to this Agreement;
- (d) Headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate;
- (e) The word person means and includes a natural person, a company, a firm or any other legal whether acting as a trustee or not; and

2. ENGAGEMENT OF THE COMPANY

The Company warrants that reasonable steps have been taken to ensure that the Personnel whom we present to you, in terms of their qualifications and work history, appear suitable for the Scope of Works ("Scope of Works") described in item 3 of the Schedule.

3. TERM

3.1. This Agreement commences on the date described in item 4 of the Schedule and continues until terminated by the provision by either party of one day's notice in writing.

3.2. The Company will be required to make the personnel available to the Customer only for the term of this Agreement.

3.3 Failure to pay the invoice in full when due may incur a late settlement fee of 2.5% with an additional 0.50% added for every week (7 days) late.

4. WORK HEALTH AND SAFETY

During the Term of this Agreement, the Customer will ensure that Personnel:

- (a) Are adequately site-inducted
- (b) Have read and understood the Customer's policies, procedures and WH&S rules and regulations that apply to the Customer; and
- (c) Are insured in relation to the nature of the tasks undertaken by personnel.

5. COMPANY TO EMPLOY

The Customer acknowledges that during the term of this agreement, Personnel remain, employees of the Company,, however all tasks performed by the Personnel at the premises or at the direction of the Customer will be under the supervision of the Customer and the Customer is responsible for the acts, errors and omissions of the Personnel while under the Customer's supervision and control

6. FEES TO BE PAID TO THE COMPANY

During the term of this Agreement, the Customer will pay the Company the Fees contained in item 5 of the Schedule. The Company will be responsible for all wages and statutory entitlements ("Entitlements") due to Personnel and will indemnify and keep indemnified the Customer in relation to any claims made by Personnel in relation to Entitlements.

7. MINIMUM TERM

The minimum term of which Personnel will be engaged by Customer is for a period of 4 hours.

8. INTRODUCTIONS

The Customer covenants with the Company that it will not within 12 months after the termination of this agreement:

- (a) Introduce Personnel supplied by the Company to any other person or entity and hold them out as being suitable to carry out any type of work; or



Labour Hire Recruitment Terms Of Business

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- (b) Do any act or which may impair or reduce the goodwill or reputation of the Company or its standing in the eyes of the public.

9. SUPERVISION AND SAFETY

9.1. During the term of the Agreement, the Customer will not alter or modify the scope of works which are proposed to undertake by Personnel, without the prior written consent of the Company.

9.2. It is an essential term of this Agreement, the Customer will provide and make available to Personnel all plant and equipment, together with all safety consumables necessary for Personnel to properly and adequately carry out the Scope of Works.

9.3. The Customer undertakes to immediately notify the Company of any incidents, accidents or events that may adversely affect or have adversely affect the health and safety of Personnel.

9.4. The Customer understands The Personnel is under the supervision of the Customer and the Company is not held responsible for any damage of equipment or vehicles.

10. OUT-OF-POCKET EXPENSES

The Customer will meet all necessary out-out-pocket expenses, including travel and a living away from home allowance. (where applicable) incurred by the company in connection with the provision of Personnel which the Company may be required to provide the Personnel from time to time.

11. SECRCY

During the term of this Agreement the Customer will not make public or divulge to any person, company or other legal entity and trade or other secrets or processes or any other information concerning the business or operations of the Company or any of its dealing, transactions or affairs or otherwise do any act or omit to do any act which directly or indirectly will or might reasonably be expected to injure the goodwill, business or reputation of the company.

12. GUARANTEE AND INDEMNITY

12.1. By signing this Agreement, in their capacity as directors of the Customer, the directors of the Customer personally guarantee the obligations of the Customer pursuant to this Agreement and Indemnify and agree to keep the Company indemnified against any loss or expense incurred by the Company arising in connection with the performance of the terms and conditions of this Agreement and will upon demand being made by the Company immediately make good any default.

12.2. The guarantee provided for in this clause is a continuing guarantee and will continue to have full force and effect for as long as the Customer may be in the default pursuant to this Agreement. The guarantee and indemnity will continue to have full force and effect and be enforceable against the director of the Customer and the Customers successors and assigns.

13. TEMP TO PERM PLACEMENT

13.1 If the client were to request for the candidate to be shifted from Harrison Barratt Groups books to their books, they will be subject to a placement fee of 10% or a negotiated rate.

13.2 It will be the responsibility of the Harrison Barratt Group recruitment consultant to have the case by case terms of temp to perm sent via email.

13.3 Temp to Perm is typical available to the client after 3 months of engaging the same Harrison Barratt Group employee however is at the discretion of the recruitment consultant

SIGNED BY THE COMPANY in Accordance with its Constitutions:

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Signature of an authorized person

.....
Print Name of authorized person

.....
Office Held

SIGNED BY THE CUSTOMER in Accordance with its Constitutions:

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Signature of an authorized person

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Print Name of authorized person

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