

NEED TO



Account Application and Hiring Agreement

Zancott Recruitment* (hereafter referred to as Zancott)

Account Name

Trading / Business Name: (The Client) ABN:

Company Name (if applicable):

(The Client) ACN:

Email address to forward invoices payable:

Website:

Workcover Industry name: Workcover Code:

Business Address

Number & Street:

Suburb State & Post Code:

Telephone: Fax:

Postal Address

Number & Street:

Suburb State & Post Code:

Trading Details & Pay Terms Requesting (to be approved by Zancott Group of Companies):

- Sole Proprietor Private Company Government / Statutory Authority 7 Days 14 Days
 Partnership Public Company Other Incorporated Body / Trust 30 Days 30 Days EOM

Trust Name

Principal Business Activities

Please list the main activities your business performs:

If Company, Paid Up Capital:

Number of Employees: How many years established?

Monthly Credit Required:

NEWCASTLE



Trade References

Please provide the names and telephone numbers of main suppliers from whom references can be obtained:

Name:Telephone:

Name:Telephone:

Name:Telephone:

Authorisation

Authorised Signature:Date:

OHS&W Compliance

Name and Contact Details

Person responsible for providing Zancott with completed Site Induction documents and all OHS&W documentation required:

Name:

Phone:Email:

Whom would you like Zancott to report any OHS&W issues raised on sites and or accidents or near misses to? Person above or other, if other:

Name:

Phone:Email:

Structured Approach to Managing Safety

Is there a system for managing safety? (Please tick) Yes No

Comments:

Is the system for managing safety a document system? (Please tick) Yes No

Comments:

Company Contacts

DIRECTORS

Name: Email:

Name: Email:

Name: Email:

HR MANAGER

Name: Email:

Name: Email:

Name: Email:

OHS&W/SAFETY OFFICERS

Name: Email:

Name: Email:

Name: Email:

ACCOUNTS/PAYROLL

Name: Accounts Payable Email:

Name: Email:

Name: Email:

AFTER HOURS CONTACT

Name: Email:

Trading Terms & Conditions

ZANCOTT RECRUITMENT GROUP OF COMPANIES STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

In this agreement the terms below shall have the following meanings, unless their context otherwise requires:-

ZANCOTT: Means *Zancott Recruitment - Zancott Recruitment Pty Ltd ABN - 13 125 300 263; Zancott Recruitment (QLD) Pty Ltd ABN - 74 622 214 920; Zancott Recruitment (NSW) Pty Ltd ABN - 17 622 215 927; Zancott Recruitment (NT) Pty Ltd ABN - 20 622 216 308; Zancott Recruitment (VIC) Pty Ltd ABN - 73 621 652 408; Zancott Recruitment (WA) Pty Ltd ABN - 40 622 216 835

CONTRACT: means each and every contract from the time to time made between Zancott and the Client in respect of which Zancott provides services of a ZTM to the Client

CLIENT: means the party described as such in the schedule and includes its successors and permitted assigns

ZTM: means the Zancott Team Member whose services are supplied by Zancott to the Client as contemplated in this agreement or any Contract

JOB ORDER CONFIRMATION: means the documentation from time to time entered into between Zancott and the Client recording details of the Contract

SERVICE FEE: means the fee chargeable by Zancott to the Client under a Contract

2. INCORPORATION OF THESE TERMS

- 2.1 Zancott and the Client agree that the terms and conditions contained in this agreement are and shall be incorporated into each and every contract.
- 2.2 Without limiting the generality of the foregoing clause, the Client acknowledges and agrees that the exclusions or limitations contained in clause 9 hereof apply to every such Contract between the parties and cannot be modified in any way without the express written agreement and shall refer to these Standard Terms and Conditions and the fact that they have been modified.

3. PROVISION OF A ZTM

- 3.1 In each case where the Client requires the services of a ZTM, Zancott and the Client shall execute a Job Order Confirmation to record the services to be provided by the ZTM and the Service Fee.
- 3.2 Where the service fee charged by Zancott is dependent on an agreed pay rate for the ZTM, if changes to the pay rate becomes necessary due to statutory regulations, union negotiations or award increases, then notwithstanding the terms relevant to the Contract, these changes (including backpay) will be directly reflected in the Service Fee.
- 3.3 Where the ZTM's original duties, as specified in the Contract have changed, the Client, before the work is undertaken, will notify Zancott of such change and commencement by the ZTM of such changed duties shall be conditional upon Zancott being able to verify with the ZTM, that the ZTM is trained, competent and qualified to perform the changed duties.
- 3.4 The minimum period of hire on any given day is four (4) hours.
- 3.5 Either party with two (2) hour's notice can terminate any Casual assignment undertaken under any Contract. Zancott is responsible for giving two (2) hours notice to a ZTM upon the Client no longer requiring the services of that ZTM.
- 3.6 Where the ZTM is booked on a temporary assignment that requires travel and/or accommodation expenses to be paid by the Client and where the ZTM does not complete the assignment or the Client for non-performance terminates the assignment within eight (8) hours of commencement, the cost of return travel for that ZTM will be responsibility of Zancott.

4. TERMS OF TRADE

- 4.1 Zancott will issue Invoices to the Client on a weekly basis.
- 4.2 The Client shall pay each invoice within **SEVEN (7) days** from the date of issue, or otherwise agreed above.
- 4.3 Zancott may extend trade credit to the Client pending approval of the Client's credit application.
- 4.4 In the event that Zancott's terms are breached, the Client shall arrange immediate payment to reduce the Client's account balance requested at Zancott's discretion.
- 4.5 Where an offer of permanent employment in any capacity is made to an ZTM whether through Zancott or directly to the ZTM by the Client, within six (6) months of the introduction of the ZTM to the Client by Zancott, the Client shall pay to Zancott the current permanent placement fee then charged by Zancott for such placements.
- 4.6 Where an offer of temporary employment is made to an ZTM either through Zancott or directly to the ZTM by the Client within three (3) months of introduction of the ZTM to the Client, or within three (3) months of that ZTM's last date of assignment with the Client through Zancott, the Client agrees that the ZTM will be employed by Zancott and the ZTM's services will be provided to the Client under a Contract.

5. OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

- 5.1 The Client agrees that it will provide a safe work environment to enable the ZTM to carry out the ZTM's duties in a safe and efficient manner including a site specific, or where applicable, a job specific safety induction prior to commencement of work by the ZTM.

- 5.2 Zancott agrees to use its best endeavours to cause the ZTM to comply with the Client's occupational health and safety policies and procedures. The Client agrees to assist Zancott in its endeavours to do so, including provision of full documentation of the Client's policies if and when requested by Zancott, as well as allowing Zancott employees or other persons nominated by Zancott, to enter the Client site for the purpose of conducting inspections, incident investigations and audits.
- 5.3 The Client agrees to notify Zancott as soon as practicable upon becoming aware of any incident involving a Zancott employee.
- 5.4 In the event of an ZTM being injured while working on the Client's site, the Client acknowledges that they have a joint responsibility with Zancott for the rehabilitation of the injured ZTM. In such circumstances, the Client agrees to provide suitable duties in accordance with the treating Medical Practitioner's advice. This will be provided at no direct cost to the Client if the injured employee is unable to perform the duties as per the 'Temporary Placement Job Order Confirmation'.
- 5.5 The Client acknowledges that Zancott has a duty of care and obligations to its ZTM's and as such has its own occupational health and safety policies and procedures. In the event of any difference between the Client's occupational health and safety policies and procedures and Zancott's own policies and procedures, both Zancott and the Client agree that they will consult with either party to resolve such differences.
- 5.6 If the Client requests a ZTM to supply equipment (e.g. laptops, power tools, mobile phone, plant, etc) for the use in performing the ZTM's duties, then the Client is to inspect and ensure the suitability and safety of such equipment.
- 5.7 The provision of Personal Protective Equipment for ZTM's other than cotton drill shirts, cotton drill pants, steel capped boots and prescription safety glasses, is the responsibility of the Client, unless otherwise stated on the Job Order Confirmation.
- 5.8 Zancott must be given at least twenty four (24) hours notice if the Client requires the ZTM to:
- work in excess of 12 hours per shift, or,
 - work more than 13 consecutive shifts, or
 - have a rest period less than 10 hours between shifts.
- 5.9 The Client will provide Zancott with all of the information necessary for a Job Safety Analysis to be carried out to determine the level of risk to which the ZTM could be exposed as a result of the Client requirements set out above which will include:
- The level of supervision the ZTM will receive during the extended work hours,
 - Special Conditions that will be provided to eliminate fatigue and the possibility of an incident,
 - Appropriate measures to be implemented to ensure health and safety of the ZTM

6. ZANCOTT RECRUITMENT PTY LTD OBLIGATIONS

- 6.1 Zancott warrants that it has:
- Sighted and holds on record a copy of the relevant qualifications required by an ZTM to undertake the duties specified in the Job Order Confirmation; and
 - Conducted and submitted the results of all skill and psychometric testing of the ZTM as requested by the Client, and
 - Interviewed the ZTM, assesses the ZTM's medical and fitness capabilities and provided the ZTM with a basic safety induction.
- 6.2 Where, due to time constraints, the Client instructs Zancott to forgo any part of its obligations under 6.1, Zancott will retain acceptance instructions from the Client by recording a detailed explanation in the Job Order Confirmation, which shall (in the absence of fraud) be conclusive evidence that Zancott was not required to fulfil the relevant obligation/s
- 6.3 Zancott will be responsible for allocation and payment of wages, superannuation, workers compensation and public liability insurance in relation to the assignment undertaken by the ZTM.

7. CLIENT OBLIGATIONS

- 7.1 The Client agrees that if the Client wishes to negotiate a variation to the employment status of the ZTM currently working with the Client then the Client will not make direct contact with the ZTM for such purposes but will contact Zancott in that regard

- 7.2 The Client agrees that if it requires the services of an ZTM who has previously either worked for the Client or has been introduced to the Client through Zancott, the Client will request such services through Zancott and not contact the ZTM direct for such purpose
- 7.3 The Client must provide and ensure that the ZTM attends the Clients induction prior to the ZTM starting work for the Client. The Client agrees to provide Zancott with documented records verifying that a site specific and or job specific induction has been provided.
- 7.4 If a ZTM is required to undertake work other than specified in the Job Order Confirmation that the Client agrees to contact Zancott to ascertain that the ZTM is trained and qualified to undertake the task.
- 7.5 The Client warrants that the Client has, and will maintain liability insurance which provides cover for all works carried out by the Client, including against liability for work carried out by the Clients employees and any ZTM working under the Clients supervision.
- 7.6 The Client must accept full responsibility for supervision and control of the work and workers. It is the responsibility of the Client to inspect the work being carried out by the ZTM and that the work is to the agreed industry standard. Should the Client be dissatisfied with the performance of any ZTM, they must send that ZTM off site and notify Zancott's office immediately. The Client will only be charged for hours worked on the site. Failure to send the person off site and notify Zancott will automatically cancel any claim against invoiced work. Zancott will not recognise any claim made by the Client for underestimation of hours allowed on any project undertaken by the Client.

8. ZANCOTT RECRUITMENT PTY LTD'S LIABILITY

- 8.1 The Client acknowledges that Zancott is not performing the services required of its ZTM; Zancott's contractual duty or under any contract is to provide ZTM's qualified to perform the service described in the relevant Job Order Confirmation. From the time a ZTM reports to the Client for duty, they are under the care, control and supervision of the Client for the duration of the assignment described in the Job Order Confirmation.
- 8.2 The Client agrees that Zancott is not liable to the Client in respect to any damage, loss or injury of whatsoever nature or kind, which is caused or contributed by the act or omissions of the ZTM to the extent that the ZTM has acted or omitted to the act in accordance with the directions or instructions (direct or implied) of the Client.
- 8.3 Zancott won't be liable to the Client in respect of any damage, loss or injury suffered by the Client to the extent such damage, loss or injury arises out of or is contributed to by Zancott having failed to meet any one or more of its obligations under this agreement.

9. TIMESHEET ARRANGEMENTS

- 9.1 The signature of the Client or the Clients representative on a ZTM's timesheet is confirmation by the Client that the hours shown on are correct and that the overtime allocations are correct.
- 9.2 Please be advised that stand alone charges for allowances factor in an administration cost of 10%. Zancott pays are based on a 38hr week Normal Time.
- 9.3 The Client warrants to Zancott that the timesheet signatory has authority to bind the Client.
- 9.4 Zancott's invoices will be based on the timesheets.
- 9.5 The Client undertakes to ensure that the ZTM's timesheet are processed and signed on the morning of the first workday following the last day of the pay week.

10. VARIATIONS

- 10.1 No variation of this document will be valid or binding upon the parties unless such variation is recorded in writing, sets out that is intended to be a variation of the terms herein contained and is executed by both of the parties hereto.

11. PRIVACY PROVISIONS

- 11.1 The Client agrees for the purpose of processing the account application agreement Zancott may:
 - Seek consumer credit information (Sec 18K (1)(b) Privacy Act 1988) and obtain from a credit reporting agency a credit report containing credit in relation to the commercial credit provided by Zancott
 - Exchange information with other credit providers (Sec 18N(1)(b) Privacy Act) and obtain personal information about the Client from other credit providers, whose names the Client has provided to Zancott or that may be named on a credit report for the purpose of processing the account application for commercial credit.

12. PERSONAL / DIRECTORS GUARANTEE AND INDEMNITY

12.1 The Client guarantees the due and punctual payment to Zancott of all moneys which are now owing to Zancott by the Client and all further sums of money from time to time owing to Zancott by the Client in respect of labour services supplied or to be supplied by Zancott to the Client or any other liability of the Client to Zancott, and the due observance and performance by the Client of all its obligations contained or implied in any contract with Zancott. If for any reason the Client does not pay any amount owing to Zancott the Guarantor will immediately on demand pay the relevant amount to Zancott.

12.2 **HOLD HARMLESS AND INDEMNIFY** Zancott on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against the Seller in connection with:

- (a) the goods and/or services to the Client; or
- (b) the recovery of moneys owing to Zancott by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to Zancott's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
- (c) moneys paid by Zancott with the Client's consent in settlement of a dispute that arises or results from a dispute between, Zancott, Client, and a third party or any combination thereof, over the supply of goods and/or services by Zancott to the Client.

12.3 I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Zancott by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to Zancott, each Guarantor shall be a principal debtor and liable to the Zancott accordingly.
- If any payment received or recovered by Zancott is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Zancott shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Zancott.**
- I/we irrevocably authorise the Seller to obtain from any person or company any information which Zancott may require for credit reference purposes. I/We further irrevocably authorise the Zancott to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Zancott as a result of this Guarantee and Indemnity being actioned by Zancott.
- The above information is to be used by Zancott for all purposes in connection with Zancott considering this Guarantee and Indemnity and the subsequent enforcement of the same.

Note: 1. if the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

ZANCOTT



ZANCOTT
RECRUITMENT



EXECUTED as a Deed this day of 20.....

Applicant Sign: Name:

EXECUTED as a Deed this day of 20.....