



Hospitality Recruitment Solutions

Terms and Conditions of Business – Temporary Staffing

	Monday-Friday	Saturday	Sunday	Public Holidays
Wait staff/ Kitchen Hands	\$38.00 per hour	\$46.00 per hour	\$53.00 per hour	On request
Chefs Commis/Demi	\$41.00 per hour	\$50.00 per hour	\$58.00 per hour	On request
Senior Chefs	\$49.00 per hour	\$57.00 per hour	\$63.00 per hour	On request

Note the above rates are subject to change and are exclusive of GST.

Hospitality Recruitment Solutions (ABN 24 504 028 966) referred to from this point as HRS aims to provide affordable recruitment solutions to the hospitality industry.

Temporary Employee Fees:

HRS is responsible for the payment of all wage related deductions and statutory payments including income and payroll tax, annual leave, leave loading, sick leave, superannuation and worker's compensation (Provided none of the terms in this agreement have been breached by the client). The above casual rates of pay are in accordance with the relevant state award including provisions for casual loading and weekend penalty rates. Additional charges will be incurred if HRS casuals are required for split shifts (Meaning an unpaid break of more than 1 hour is required) and for any staff that work past midnight. If junior or more senior positions for the above is requested rates can be provided.

Charges are based on the number of hours HRS temporary employees work for the client as recorded in the client's timesheets. The client agrees to complete the timesheets and submit to HRS no later than 24 hours after the completion of the HRS temporary employees shift.

No direct requests for additional hours or shifts shall be made directly to a HRS temporary employee without first contacting HRS.

Based on a minimum shift of five (5) hours, wages are paid to staff at your request and based on hours worked as directed by you through HRS's payroll.

Cancellation:

Cancellations received inside 24 hours of the agreed start time will incur a minimum 5 hour charge.

Payment Terms:

Strictly 7 days. Should payment terms not be adhered the client assumes responsibility and obligation for the direct payment of employee wages, taxes, superannuation and workers compensation. HRS's liability in these worker related areas is totally dependent upon full payment of accounts within our trading terms as detailed above.

HRS temporary rates are subject to change without notification as necessitated by statutory increases, changes in employee's duties or market increases.

Worker's Compensation and Safety:

Any work-related accident involving workers paid through HRS payroll must be reported to HRS immediately and a written accident report sent to HRS within 24 hours according to the Worker's Compensation ruling to qualify for insurance cover by HRS.

To ensure that safe work practices are maintained outside of HRS's direct control, worker's compensation cover by HRS is strictly conditional upon the client (end user) having signed a HRS temporary services agreement, and therein having endorsed that such safe work practices are maintained and on the condition that the client has completed the HRS OHS Induction with each HRS



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temporary employee engaged at the clients site.

The client is responsible for the provision of safe working conditions in accordance with the provisions of the OHS Act 2000 and the OHS Regulation 2001. Any equipment that is used by a temporary employee must also comply with current safety standards and the client agrees to indemnify HRS against any claim in the event of negligence by the client being proven in the event of any injury or accident. Under the OHS Regulation 2001 Part 4.2 Work Premises: Division 1: Sections 34-38 the client agrees to provide adequate training and supervision to temporary employees and provide HRS with all information pertaining to the position description and relevant hazard/risk management strategies in place to control risk of injury.

The client is responsible for the maintenance of reasonable insurance cover in respect to any claim which the HRS employee may have against the client arising from the client's occupation of premises, any act or omission of the client in relation to machinery, equipment or vehicles used by the HRS employee.

The HRS employee shall not be entrusted with the handling of money, securities, valuables, negotiable documents or confidential information of the client, except at the sole risk of the client or upon written permission from HRS.

On-going employment of HRS staff:

All workers introduced by HRS are introduced for the express purpose of employment and all instances of on-going or further employment, whether directly or through arrangement with any other party, will be subject to on-going placement fees to HRS (Listed below). If the client wishes to transition one of our temporary employees from temporary to permanent employment the client will first speak to us directly.

Should an HRS temporary employee be provided with any short term or on-going work within six (6) months of their most recent or assignment through HRS, permanent placement or release fees shall apply regardless of how the offer or acceptance of on-going employment is negotiated.

General:

Whilst on an assignment, a HRS temporary employee will be under your day-to-day control and you will be responsible for their supervision in a manner consistent with our obligations to our employees.

We reserve all other rights to control the employment relationship of our temporary employees who are our employees, including the right to terminate the employment relationship for any reason that we think fit.

If the client wishes to transition one of our temporary employees from temporary to permanent employment the client will first speak to us directly.

If the client is not satisfied with one of our temporary employees and wants a replacement, the client will first speak to us directly about replacement of our temporary employees.

If the client is not satisfied with one of our temporary employees, but does not want our temporary employee replaced, the client may speak to our temporary employee in order to give any reasonable instruction, provided that the client contact HRS as soon as reasonably practicable to discuss the matter.

The client agrees not to on-hire or re-supply our temporary employees to any other person or organisation.

The client agrees not to request our temporary employees to perform or participate in any work or use any equipment with which our temporary employees, or their employees or agents, are unfamiliar or which they are unqualified or have not received adequate training.

The client agrees to comply with all relevant legislation, including legislation relating to workplace or occupational health and safety, discrimination and harassment.

The client agrees to inform our temporary employees and us promptly of any unusual workplace risk or practice or of any change in site or safety conditions that may present a hazard to our temporary employees.

If a HRS temporary employee suffers an injury on the client site that is compensable under any law relating to workers compensation or occupational health and safety, then the client agrees to assist with the rehabilitation of that temporary employee by providing suitable work (including light duties).

Hospitality Recruitment Solutions

PO Box 191 Wickham NSW 2293

Phone (02) 49 612 971

Facsimile (02) 49 625 928

www.hospitalityrecruitmentsolutions.com.au

01/07/2015

Exclusions and Indemnity:

We make no representation or guarantee that any of our temporary employees or recommended candidates will achieve a certain level of performance, achieve a certain outcome, solve a particular problem or attain a specific goal.

HRS temporary employees may be replaced if their ability to function effectively and safely is limited, in which case we may replace them with another temporary employee.

HRS temporary 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:

- (i) having not established safe work procedures;
- (ii) not complying with safety standards;
- (iii) not maintaining plant and equipment; or
- (iv) not complying with any relevant health or safety legislation or regulations.

HRS 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 by the negligence of one of our temporary employees or recommended candidates, their servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under the conditions as set out in this document.

The client will indemnify HRS to the full extent of HRS liability for all damages, compensation (including damages and compensation for personal injury to or the death of one of our temporary employees or to any other person whatsoever), expenses, interest, and costs that we may have to pay to any person, as a result of any damage, loss or injury that has been caused by or contributed to, in any material degree, whether directly or indirectly, by:

- (i) a breach by the client of any obligations as set out in this document.
- (ii) any act, error or omission of the client or the client's employees, agents or servants or your clients including, without limitation, any act, error or omission that may contravene the provisions of any legislation.

Privacy – Hospitality Recruitment Solutions is bound by the Privacy Act 1988 and meets all obligations in relation to collection, use and access of personal information held in relation to candidates. All details on both clients and candidates are kept confidential and are appropriately used to assist in the recruitment process under instruction.

The client agrees to keep candidate information confidential and will not contact referees, present or past employers of the candidate without the permission of the candidate or HRS.

Permanent Placement Fees:

Our fees are based on the proposed remuneration for the candidate's position. This includes total annual salary and superannuation as well as specific package inclusions such as provided accommodation/meals and provision for motor vehicle and any performance based incentives - OTE etc (If applicable). Where it is not stated a fully maintained vehicle will be packaged at \$15,000 p.a.

Our fees aim to offer on-going cost effective recruitment solutions to clients and we request that we be given the opportunity to present candidates for any available positions as they become available. We provide a recruitment solution as a service to outsource the costly labour intensive task of recruiting in-house allowing business owners and managers the time and resources to focus on their core business. Essentially we only work on exclusive roles to ensure that the clients we are working have our time and resources to work on their needs as a priority, and the fee structure is up to 50% more cost effective over other agencies. The details are listed below.

Our exclusive client fee structure is:

A flat fee of 7% of total annual remuneration plus GST is extended when you engage HRS solely on an exclusive basis, (Meaning you engage us to fill your role and exclude all other forms of recruitment including other agencies and in-house recruitment) for a minimum 4 weeks or until the assignment is successfully completed through HRS. Placement fees include general on-line advertising and database searches, screening and short listing. Specific advertising, travel and related costs are the responsibility of the client and will not be incurred without prior agreement. Any advertising outside of the above must be agreed and paid on the commencement of work as an additional cost. There is a minimum fee payable of 30% of the proposed fee should an exclusive assignment be cancelled by the client. Note that our minimum placement fee is \$2000.00 + GST.



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For exclusive casual line staff (Kitchen Hands/F&B staff) placements please contact us regarding your position and needs. Note there is no guarantee offered on these placements. Placements are set at a flat fee of \$1000 + GST.

Permanent Placement Fee Payment terms:

Hospitality Recruitment Solutions is to be contacted upon the appointment of a referred candidate. Upon commencement of the candidate the invoice for the placement fee is to be paid strictly within 14 days. Non-payment within these terms will result in interest charges and cancellation of candidate guarantee.

Replacement guarantee:

In the event that the candidate supplied by Hospitality Recruitment Solutions proves unsatisfactory to you within a period of 60 days from commencement, we agree to provide a replacement at no charge for the same position.

This service is only valid provided:

1. Payment terms have been completed as per above terms
2. The candidate has not been made redundant
3. The candidate has not been transferred within the company to another position
4. The replacement is not advertised through any other sources i.e. another agency
5. The candidate referred is not under a casual placement fee

Note this guarantee is based on the performance of the candidate to fulfil the role they are hired for. HRS cannot assume responsibility for on-boarding, internal communication/policies or an employer's retention focus.

If the replacement is not required for any reason the original is not refundable and cannot be used as credit for future positions.

Note that any replacements provided are one off replacement and voids any further guarantee period.

The client agrees to indemnify and keep Hospitality Recruitment Solutions indemnified against any and all actions, claims, demands, damages, liabilities and costs or expenses arising from out of or in respect of the company's management of the placement and the introduction/appointment of a candidate by the client, provided the company acts responsibly in fulfilling its obligations pursuant to this agreement.

Any variations of these terms are not valid unless expressed in writing by HRS. These terms are effective from 1st July 2013 and are subject to change without notice. This signed agreement will serve as an ongoing acceptance of terms unless notified in writing of revisions.

Completion below guarantees authorised acceptance of the above terms of business (HRS Temporary Staffing Agreement 2013):

Name: _____

Position: _____

Company Name: _____

Company ACN/ABN: _____

Date: _____

Signed: _____