

Standard Terms & Conditions for Temporary Placements

These terms and conditions have been created to ensure that there is an understanding of the expectations between you the Temporary Worker "contractor" and Profiler Recruitment Pty Ltd "Profiler Recruitment" throughout our dealings.

- These terms and conditions do not preclude you from working with other organisations independent of Profiler Recruitment.
- A signed copy of this agreement will be required prior to us referring your details on to our clients.

Please do not hesitate to contact us if you have any queries with regards to these Terms and Conditions.

Australian Residency

You are required to be an Australian resident or in possession of an appropriate working visa to be considered for an assignment. If applicable, you must provide proof to Profiler Recruitment of your migration or visa status prior to commencing an assignment.

Our Obligations with regards to Temporary Placements

Profiler Recruitment is under no obligation to provide suitable work for you and is entitled to offer a temporary placement to any contractor it elects, even though some contractors may believe that they have special expertise in a particular area.

Profiler Recruitment will not accept any responsibility for any action brought against you by any client to which your services are contracted, resulting from your negligence, misconduct or otherwise, including (without limitation) your failure to comply with any term of this agreement whilst you are on a temporary placement, including software or hardware contamination.

Your obligations with regards to Temporary Placements

You are under no obligation to accept an offer of a Temporary Placement, However, if you accept a Temporary Placement (attendance will be deemed acceptance) you must comply with the directions of Profiler Recruitment and the client in respect of the placement.

To the extent that they are lawful, you are required to observe all policies, rules and regulations of the client to which your attention has been drawn or which you could be reasonably expected to be aware of. You must undertake to comply with the health and safety policies of the client and to take all reasonable steps to safeguard your own safety and the safety of any other person who may be affected by your actions while undertaking your Temporary Placement. You must not accept work or attend work knowing that you will be under the influence of drugs or alcohol. You are prohibited from having in your possession alcohol or drugs whilst at work or on the clients premises.

During your Temporary Placement you will be present at the client's premises during the times as agreed between you, Profiler Recruitment and the client. You acknowledge that any offer is for a Temporary Placement, and unless otherwise confirmed in writing, no action by Profiler Recruitment or the client will constitute an offer of future permanent employment.

Payment and Timesheets

Your relationship to Profiler Recruitment is that of independent contractor and not an employee.

An hourly, daily, weekly, monthly or fixed fee will be negotiated with you by your consultant:

- For individuals your total benefit is inclusive of holiday pay, holiday leave loading, sick pay, public holiday pay, long service leave and statutory superannuation. Statutory superannuation will be paid into a complying superannuation fund, PAYG tax (or any substitution) will be deducted at the appropriate rate.
- Enterprises are responsible to their nominated representatives for workers compensation, statutory superannuation payments, holiday pay, holiday leave loading, sick pay, public holiday pay and long Service Leave. If you are registered for GST the rate paid to you will be your fee plus GST. We will require a tax invoice.

All payments will be made to you subject to the completion and submission of the approved timesheet. This timesheet must include the client's signature confirming that you have performed satisfactorily. To be processed for payment, the original timesheet must be faxed to the company by 6:00pm on the Monday immediately following each week in which the services are provided to the client. It is important to ensure that you do not discuss your rate of pay with anyone whilst you are engaged by Profiler Recruitment.

Confidentiality

As part of the terms of this agreement you must not disclose to any person, or use for your own or any other persons benefit, any information in relation to the transactions or finances, employees or business affairs of Profiler Recruitment or its clients (this does not include information that would be available in the public domain.)

You must not, without written permission of Profiler Recruitment or its client, copy, transmit, or remove any confidential information deemed to belong to either of these parties. All materials made available to you with regards to this Temporary Placement remain the property of Profiler Recruitment or the client and shall be surrendered at the end of the Temporary Placement, or as otherwise directed.

Intellectual or Commercial Property Rights

You agree to assign to the client all existing and future intellectual or commercial property rights in all material created by you arising from the Temporary Placement.

Privacy

You consent to Profiler Recruitment using and/or disclosing any of the personal information provided for the purpose of Profiler Recruitment and/or a client considering you for a Temporary Placement, and to conduct reference checks and to pass this information on to clients interested in engaging you for a Temporary Placement. Profiler Recruitment will not, and will take all reasonable steps to ensure that any client will not, use or disclose any personal information provided by you for any purpose other than the purpose stated in paragraph (a) without your prior consent, *A copy of Profiler Recruitments Privacy Policy is available upon request.*

Continued Involvement

For a period of twelve (12) months following the completion of the Temporary Placement, you will advise Profiler Recruitment within two days, of any offer of employment made by or through the Client or a third party introduced by the client. Where in the course of your temporary placement you are required to acquire additional resources on behalf of the client, these requests should be directed to Profiler Recruitment initially.

Termination

A Temporary Placement may be terminated:

- Immediately by the client or Profiler Recruitment where you have engaged in serious or willful misconduct;
- Where you have breached any of these Terms and Conditions
- A Client cancels the Temporary Placement for any reason including unsatisfactory performance or conduct.

This cancellation will be deemed to take place where the client requests a replacement of the contractor.

No fee shall be payable to the contractor from the date the termination takes place.

Acknowledgement

I have read and understand the Terms and Condition as set out in the above documentation and accept these Terms and Conditions as part of my employment. I confirm that the information I have given to Profiler Recruitment Pty Ltd regarding my employment history and education is to the best of my knowledge correct in every detail. I give permission to Profiler Recruitment Pty Ltd to refer my details to clients with my prior consent.

Candidate Name: _____

Signed: _____

Date: ___/___/___