



PWR

TERMS AND CONDITIONS – LABOUR HIRE

1. Conditions

PWR will not be bound by any additional or conflicting conditions unless they are accepted in writing by a Director of PWR. PWR may change these conditions at any time by giving the client new terms and conditions of labour hire.

This agreement is deemed to have been accepted in full upon the Client engaging PWR personnel by way of PWR employees attending site or upon receipt of a PWR Invoice.

2. Rates

PWR rates are based on the relevant enterprise agreement applicable to PWR employees. The client must advise PWR if there are any entitlements such as site allowance, meal allowance, etc applicable at the site. If the nature of the work performed for the client or conditions applicable at the clients site changes causing the employee pay rate to change PWR reserves the right to amend its charge rate to the client accordingly.

3. Shorter Working Week and Shift Rates

PWR rates are based on a minimum 12 hour day. If the client's work cycle is different, a surcharge may apply at PWR's discretion.

4. Travelling Time

A travel charge may apply in addition to the rates depending upon the category of employee, applicable award or industrial agreement and/or location of the client's site.

5. Public Holidays

Special rates may apply for gazette and public holidays, which are available on request.

6. Minimum Period of Hire

The minimum period of hire is 72 hours.

7. Call Out Rates

Special rates apply to call out periods. All call outs outside of normal working hours are charged at 1.5x normal rate with a minimum charge of 3 hours applied unless agreed in writing by a Director of PWR.

8. Termination of Hire

The client agrees to give PWR at least one complete week notice of the termination of hire in writing. If this notice is not given, then PWR will charge one week additional hire.

9. Retention of PWR Employees by Client

If within the term of any hire or 6 months of the expiration of any hire, a current or former PWR employee is retained by the client (or any entity related to or associated with the client) directly or indirectly, to provide a role for the client which taking into account all of the circumstances is similar to that provided during the hire, whether in the services to be provided, the manner of providing them or otherwise, then a placement fee equivalent to one month's hire will be payable by the client. The client agrees that it will not offer to retain any PWR employee whether directly or indirectly, or permit any other person to offer to retain any PWR employee, whilst on hire to the client without prior notification to PWR.

10. Occupation Health and Safety and Other matters

10.1 The client (or any entity related to or associated with the client) is responsible for providing a safe and health workplace and safe systems of work for all PWR employees and in particular shall:

- a) Comply with all applicable occupational, health, safety environmental and associated Legislation, regulations and Codes of Practice;
- b) Have assessed the occupational, health, safety environment of the site and informed PWR of the risks and potential hazards to their employee;
- c) Provide a comprehensive structured site and job safety induction for each PWR employee;
- d) Provide adequate instruction and training to each PWR employee;
- e) Advise PWR prior to any change in the nature of the tasks undertaken, equipment operated, and chemicals (or other consumables) used by employees and retrain them if necessary;
- f) Adequately supervise each PWR employee at all times;
- g) Promptly advise PWR of any incidents and injuries involving any PWR employee;
- h) Assist in the rehabilitation of PWR employees injured at the client's site by provision of suitable alternative duties.

10.2 PWR may, from time to time, attend the client's (or any entity related to or associated with the client) site for the purpose of carrying out Workplace inspections. Safety/Toolbox Meetings with its employees on site and the investigation of incidents and injuries.

10.3 The client (or any entity related to or associated with the client) is also responsible for providing a workplace that complies with all other legal requirements relating to the work environment.

10.4 If any issue arises concerning the performance of any PWR employee or any potential or alleged misconduct of any PWR employee the client (or any entity related to or associated with the client) must immediately advise in writing a PWR Director and the client must provide PWR with reasonable access to the

employee in question and reasonable co-operation to enable PWR to deal with the matter as PWR considers appropriate.

11. Inspections Permits and Approvals

The client (or any entity related to or associated with the client) must comply with all laws applicable to each site at which PWR employees are utilized, the property, plant and equipment made available by the client and the use made of PWR's employees by the client. Without limiting the generality of this requirement, the client is responsible for all inspections, permits and approvals required by law and for ensuring that all plant and equipment made available by the client (including motor vehicles and machinery) is registered where required and meets all applicable standards required by law.

12. Insurance

The client (or any entity related to or associated with the client) must have adequate insurance to cover:

12.1 Loss or damage to the client's property or the property of other persons including Machinery, motor vehicles and other plant and equipment and all which may be operated or handled by any PWR employee; and

12.2 Death or personal injury (to the client's personnel or any other person) caused or contributed to by any PWR employee whilst on hire to the client. The insurance must cover PWR and its employees

13. Payment

Invoices are rendered weekly with any accompanying timesheets. These are substantially for wages which are paid each week by PWR. All invoices are therefore payable within 14 days from date of invoice, or within such longer terms as agreed in special cases in writing by a PWR Director.

The Client shall bear the legal costs incurred by PWR to recover monies on all invoices not paid within the agreed terms.

14. Review of Rates

PWR may vary the rates at any time or if there is any change which affects the cost of providing PWR's employees. PWR will give the client at least one day's notice of the new rates.

15. GST

Rates quoted exclude goods and services tax which the client will pay to PWR in addition to and at the same time as the rates

16. Limitation of Liability

The client is responsible for the care and supervision of all PWR Employees whilst on hire to the client. PWR is not liable for any loss or damage to any property or for death or personal injury (to the client's personnel or

another person) caused or contributed to by a PWR employee (whether by negligence or otherwise) whilst on hire to the client. The client will indemnify PWR against liability for any such claims made against PWR or its employees.

17. Personnel

Whilst PWR will use all reasonable endeavours to meet the client's requirements and ensure the quality of its employees, PWR is not liable for any loss or damage (including consequential loss or damage):

17.1 If PWR is unable to supply personnel required by the client at any time; or

17.2 arising from any negligence, dishonesty, carelessness or lack of skill of any PWR employee. To the extent that PWR's liability cannot be limited as provided in this clause or clause 16 PWR's Liability is limited (at PWR's option to:

- a) supplying the goods or services again; or
- b) paying the cost of PWR placing the goods or supplying the services again.

18. Definition

Reference to PWR's employees in these conditions includes all personnel provided by PWR.