



APEX RECRUITMENT

CIVIL & CONSTRUCTION INDUSTRIES

Apex Recruitment Limited Terms and Conditions

Supplier Apex Recruitment Limited ("Apex")
Hirer ("the Hirer")

Introduction

This document contains Apex's standard terms and Conditions ("Terms and Conditions") with the Hirer as named in the attached Labour Hire Agreement, in respect of Apex supplying the Hirer with its employee(s) to perform work for the Hirer ("employees on hire"). These Terms and Conditions along with the Labour Hire Agreement, represent the entirety of the agreement between Apex and the Hirer ("the Agreement"). These terms are binding upon the Hirer, and it is Apex's policy to strictly enforce these Terms and Conditions in the event of any dispute. Apex may change these Terms and Conditions at any time by giving the Hirer new Terms and Conditions, which will apply on and from the date of provision of the new Terms and Conditions. Apex will not be bound by any additional or conflicting Terms and Conditions, unless specifically agreed to in writing.

Provision of Labour Hire

The Hirer shall, no less than 2 days before the proposed commencement of the supply of employees on hire, provide:

- the proposed period/duration of the hire;
- the number of Apex employees required;
- the nature of the work to be undertaken by the employees;
- any training requirement or skills required by the employees;
- the location of the work to be undertaken and the expected start time; and
- details of any known risks/hazards in respect of the workplace of the employee or the task/duties intended to be undertaken.

Payment

The Hirer shall pay Apex the hourly rate for the employees as per the attached Labour Hire Agreement (including any agreed expenses or additional charges) directly to Apex. The hourly rate excludes GST which the Hirer will pay to Apex in addition to and at the same time as the hourly rate. There is a 4-hour minimum charge per employee provided by Apex, per day.

The Hirer will ensure that each Apex employee maintains a timesheet, recording the number of hours worked with the Hirer per day. The timesheet must be countersigned by the Hirer's authorised representative at the end of each week and returned to Apex the next working day.

The Hirer acknowledges that the charges due to Apex under these Terms and Conditions are payable by the Hirer within 7 days from the date of Apex issuing the Hirer with an invoice, unless otherwise agreed by Apex in writing. Invoices shall be rendered weekly by Apex to the Hirer. Apex shall be entitled to charge default interest on overdue monies at 2.0% per month from the date that payment is due until the date the payment is received in full. The Hirer acknowledges it is liable for any costs incurred by the Apex in the recovery of any debt including any legal costs incurred in enforcing the Terms and Conditions. The signatories to the Labour Hire Agreement have confirmed (jointly and severally where there is more than one director) that they unconditionally guarantee (and are personally liable for) payment of all monies due and owing to Apex (including any interest, damages or costs owed) under these Terms and Conditions, should the Hirer default on payment.

Termination

The Hirer must give Apex at least 7 business days' notice of the termination of the Agreement. If the stipulated notice is not given, Apex will charge the Hirer the full fee in respect of each Apex employee on hire, for the full period of notice required. Apex may terminate its services immediately without prior notice if the Hirer:

- fails to pay an invoice within 10 business days of it falling due; or
- breaches any provision of these Terms and Conditions.



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Limitation of Liability

All Apex employees on hire to the Hirer shall be under the absolute direction and control of the Hirer from the commencement of work for the Hirer for the duration of the Agreement. The Hirer is responsible for all acts, errors or omissions whether wilful or negligent or other of Apex employees and Apex does not accept any liability for any direct, indirect or consequential injury, loss or damage arising out of Apex providing employees on hire or any act, default or omission of, or any representation made by any Apex employee on hire, howsoever arising. The Hirer indemnifies Apex (to the extent that it is lawful to do so) for any such liability however arising.

Health and Safety

The Hirer must provide Apex with details of the health and safety systems of the Hirer and must immediately notify Apex of all hazards and potential hazards arising in the workplace and, to the extent reasonably practicable, must consult with Apex to ensure that all obligations under the Health and Safety at Work Act 2015 and any amending and any amending or substituting legislation are complied with. The Hirer is responsible for providing a safe and healthy workplace and safe systems of work for all Apex employees and in particular shall:

- comply with the Health and Safety at Work Act 2015 and any amending or substituting legislation, and any relevant regulations and/or Codes of Practice;
- provide appropriate instruction, supervision, personal protective equipment/gear and training to each Apex employee on hire;
- have assessed the occupational, health, safety environment of the site and informed Apex of the risks and potential hazards to its employee(s);
- provide a comprehensive structured site and job safety induction for each Apex employee;
- immediately advise Apex of any incidents and injuries involving any Apex employee; and
- assist in the rehabilitation of any Apex employee injured at the Hirer's site by provision of suitable alternative duties.

Apex may, from time to time, attend the Hirer's site for the purpose of carrying out workplace inspections and/or safety meetings with its employees on site and the investigation of incidents and injuries. The Hirer is responsible for providing a workplace that complies with all other legal requirements relating to the work environment. Without limiting the generality of this requirement, the Hirer is responsible for all inspections, permits and approvals required by law and for ensuring that all plant and equipment made available by the Hirer (including motor vehicles and machinery) is registered where required and meets all applicable standards required by law.

Insurance

The Hirer must have adequate insurance (and, if required by Apex, must provide evidence satisfactory to Apex of the terms and currency of this insurance) to cover any:

- loss or damage to the Hirer's property or the property of third parties including but not limited to machinery, motor vehicles and other plant and equipment which may be operated or handled by any Apex employee on hire; and
- personal injury or death (to the Hirer's personnel or any other person), caused or contributed to by any Apex employee while on hire.

Retention of Employees by Hirer

Where, within 6 months of the termination of the Agreement, or the most recent referral of an Apex employee to the Hirer, the Hirer (or any related entity or body corporate of the Hirer) engages or employs that Apex employee (whether current or former employee) the Hirer will be liable to pay Apex a finder's fee equal to 300 hours hire of that Apex employee. This fee shall be charged for each and every Apex employee this clause pertains to.