



EVENT STAFF PERSONNEL

General Conditions of Contract – Event Staff Hire

This agreement is made between the Event Staff Personnel (ESP) and the Client (the Client).

1. Introduction

- 1.1 The ESP conducts a business involving the assignment of staff for events and other suitable activities at other businesses.
- 1.2 The Client is bound by this agreement in respect of each assignment upon the ESP acceptance of an Event Order from the Client.

2. Provision of event staff

- 2.1 The Client must provide an Event Order to the ESP electronically no less than 30 days prior to the Client's requirement. The Event Order must contain the following information:
 - Event Start time
 - Staff positions, start time and finish time
 - General training requirements
 - Any other relevant information
- 2.2 If shorter notice is provided by the Client, the ESP will use its best endeavours to meet the Client's request but cannot guarantee staff for the event.

3. Site induction

- 3.1 The Client is responsible for providing site induction information to ESP including position requirements, site layout, emergency procedures, OHS information and any other information relevant to ESP staff working on the site.
- 3.2 ESP is responsible for ensuring all staff are provided with the correct event and site information and are inducted to site prior to commencing their first shift.

4. Minimum period

The minimum shift length is 3 hours. Should an employee be required for less than 3 hours, they will be paid for the minimum shift length.

5. Cancellation

The Client is required to provide 48 hours notice of cancellation. Should 48 hours notice not be provided the ESP reserves the right to charge the quoted event staff hire fee.

6. Health Safety and Environment

- 6.1 The Client (or any entity related to or associated with the Client) is responsible for providing a safe and healthy workplace and safe systems of work for all ESP employees and in particular shall:



EVENT STAFF PERSONNEL

- 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 ESP of the risks and potential hazards to their employee;
 - c) Provide comprehensive structured site and job safety information to ESP for ESP employees;
 - d) Provide adequate instruction and training to each ESP employee engaged in activities requiring specialised instruction
 - e) Advise ESP 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;
 - g) Promptly advise ESP of any incidents and injuries involving any ESP employee;
- 6.2 The Client is responsible for providing a workplace that complies with all other legal requirements relating to the work environment.
- 6.3 ESP is responsible for performing inductions to site for all of the ESP employees including site OHS inductions and instruction related to specific positions
- 6.4 If any issue arises concerning the performance of any ESP employee or any potential or alleged misconduct of any ESP employee the Client must immediately advise ESP management and provide ESP with reasonable access to the employee in question and reasonable co-operation to enable ESP to deal with the matter as the ESP considers appropriate.

7. Inspections permits and approvals

The Client must comply with all laws applicable to each site at which ESP employees are utilized, the property, plant and equipment made available by the Client and the use made of ESP 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 building, motor vehicles and machinery) is registered where required and meets all applicable standards required by law.

8. Insurance

- 8.1 The Client (or any entity related to or associated with the Client) must have adequate insurance to cover:
- a) 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 ESP employee; and
 - b) Death or personal injury (to the Client's personnel or any other person) caused or contributed to by any ESP employee whilst on hire to the Client. The insurance must cover ESP and its employees.
- 8.2 The ESP is responsible for workers compensation insurance for its employees.

9. Payment

- 9.1 The ESP is responsible for all payments to its employees employed on the Client's site.



EVENT STAFF PERSONNEL

9.2 The ESP is responsible for deduction of taxes, payment of payroll tax, and superannuation payments for its employees employed on the Clients site.

10. Invoices

10.1 Invoices will be submitted weekly by the ESP,

10.2 The Clients payment terms are 14 days from the date of invoice unless otherwise agreed in writing.

11. Rates

11.1 The agreed rates for this agreement are stipulated in the Formal Instrument of Agreement between the ESP and the Client.

11.2 Rates are based on the relevant enterprise agreement applicable to ESP event employees. The Client must advise ESP 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, ESP reserves the right to amend its charge rate to the Client accordingly.

11.3 Rates for employees will be reviewed in line with changes to award conditions or any change which affects the cost of ESP providing staff to the Client.

11.4 ESP will provide the Client a minimum of 14 days notice for any rate change.

12. GST

All quoted amounts are exclusive of GST. GST will be included in invoiced amounts.

13. Limitation of Liability

The Client is responsible for the care and supervision of all ESP Employees whilst on hire to the Client. ESP 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 ESP employee (whether by negligence or otherwise) whilst on hire to the Client. The Client will indemnify ESP against liability for any such claims made against the ESP or its employees.

14. Personnel

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

14.1 If ESP is unable to supply personnel required by the Client at any time; or

14.2 arising from any negligence, dishonesty, carelessness or lack of skill of any ESP employee.



EVENT STAFF PERSONNEL

15. Severability

If any term or condition of this agreement or the application of this agreement, to any person or circumstance, is or becomes invalid, unenforceable or otherwise contrary to law, that term, condition or relevant application shall be severed from this agreement to the extent of its invalidity, unenforceability or illegality and the remaining terms, conditions and applications shall not be affected thereby.

16. Applicable Law

The agreement shall be governed by the law in force in Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals there from in relation to any legal action, suit or proceeding arising out of or with respect to the Contract.