

## **MACQUARIE PEOPLE**



### **Company Service Agreement for Independent Contractors :**

The person completing this form (the Temporary or Contract Employee, or Company Service Contractor) hereby acknowledges that the contract for services, the terms of which are set out below and which apply to every assignment which he / she undertakes with MACQUARIE PEOPLE have been explained to him / her to his / her representative executing this confirmation. The Temporary/Contractor or Company Service Contractor is aware of the terms and conditions set out here under and would duly and diligently observe them.

1. The Temporary/Contractor or Company Service Contractor is an Australian Resident and / or is in possession of a visa permitting him / her to work legally within Australia
2. MACQUARIE PEOPLE agrees to offer suitable assignment work to the Temporary/Contractor or Company Service Contractor with a host company (hereinafter called the Client) requiring such work.
3. MACQUARIE PEOPLE may in its absolute discretion offer an assignment to which ever Temporary/Contractor or Company Service Contractor it elects, notwithstanding that some Temporary/Contractor or Company Service Contractor consider themselves to have special expertise in that area. The decision of placement of Temporary/Contractor or the Company Service Contractor by MACQUARIE PEOPLE shall, subject to these terms and conditions be final.
4. The Temporary/Contractor or Company Service Contractor is under no obligation to accept such an offer but if accepted he / she owes the normal common law duties of an employee as far as they are reasonably applicable.
5. The Temporary/Contractor or Company Service Contractor shall undertake to deliver to MACQUARIE PEOPLE a completed time sheet duly signed by the client, by 10.00am the Monday immediately following each week in which services are provided to the Client. (Company Service Contractors must also accompany timesheets with a Tax Invoice clearly displaying their ABN. MACQUARIE PEOPLE cannot accept responsibility for time sheets received late or incorrectly completed.
6. MACQUARIE PEOPLE shall pay the Temporary/Contractor or Company Service Contractor a fee calculated at an hourly or daily rate to be determined prior to the commencement. Company service fees will be paid by direct deposit into your nominated bank account usually on the Friday following the week the service is provided, unless otherwise arranged.
7. The Temporary/Contractor or Company Service Contractor shall at all times when services are due to a Client comply with the following conditions:
8. Not to engage in conduct to the contrary of the interests of MACQUARIE PEOPLE or the business of the Client;

9. To be present during the times or for the total number of hours during each day and / or week as may be agreed;
10. To take all responsible steps to safeguard his / her own safety and the safety of any other person who may be affected by his / her actions at work;
11. To comply with any disciplinary rules in force or provided for by any legislation industry ruling, award of governmental directive at the premises where the services are performed to the extent that they are reasonably applicable.
12. To comply with all reasonable instructions and requests within the scope of the agreed services made either by MACQUARIE PEOPLE or the Client.
13. Not to divulge any information relating to the Client's business to any Clients, competitive or otherwise, and further to surrender all documents, samples, tools and equipment or their confidential information, materials or goods, of whatsoever nature, provided by the Client on the cessation of the employment period.
14. The Temporary/Contractor or Company Service Contractor will inform MACQUARIE PEOPLE of any offers to extend your contract or of permanent employment made by or through the Client or associated organisation, or as a consequence of his / her secondment or another business referred by the Client during the Temporary/Contractor Company Service Contractor assignment. If an offer of permanent, contract or temporary employment arising from an assignment or secondment where you have been introduced by Macquarie People is made within 12 months, then the Temporary/Contractor Company Service Contractor must advise MACQUARIE PEOPLE of his / her employment prior to accepting the offer.
15. If the Temporary/Contractor or Company Service Contractor is unavailable for work for any reason other than prior assignment by MACQUARIE PEOPLE, MACQUARIE PEOPLE may terminate the agreement immediately with no further right, obligation or liabilities attaching to MACQUARIE PEOPLE as a result thereof.
16. In the event of sickness or inability to attend your assignment you must advise Macquarie People prior to your absence.
17. MACQUARIE PEOPLE shall be under no liability to provide suitable work for the Temporary/Contractor or Company Service Contractor and may terminate this agreement without notice at any time for any reason, which shall be at their sole discretion.
18. This agreement creates no obligation on MACQUARIE PEOPLE to provide the Temporary/Contractor or Company Service Contractor with a specific number of hours in any day or any week. In the event of the Temporary/Contractor or Company Service Contractor failing to attend work during agreed hours for any period, the assignment shall at the express discretion of MACQUARIE PEOPLE be terminated.
19. MACQUARIE PEOPLE may instruct the Temporary/Contractor or Company Service Contractor end an assignment with a client at any time.
20. The client having any complaint in connection with the Temporary/Contractor or Company Service Contractor, or the conduct or relations with the Client or any employee of the Client, shall have the right to present a complaint to a Director or Senior Manager of MACQUARIE PEOPLE.

21. Company Service Contractors are required to provide their own tools of trade (where required) Private Work Cover or independent contractor's insurance and adequate Public Liability Insurance.
22. Temporary Employees or Company Service Contractors are not permitted to utilise the client's internet/ email facilities for personal use at any stage during their assignment.

I understand and accept the conditions of employment as set out above. I acknowledge the terms and conditions referred to above may only be varied by written agreement of MACQUARIE PEOPLE.

SIGNED: .....

TEMP/CONTRACT EMPLOYEE'S NAME .....

ADDRESS:.....

..... POST CODE:.....

DATE: .....PHONE NUMBER.....

**INDEPENDENT COMPANY SERVICE CONTRACTORS ONLY:**

COMPANY NAME: .....

A.B.N.....

REPRESENTATIVE:.....

SIGNATURE:.....

ADDRESS:.....

.....POST CODE:.....

DATE: .....PHONE NUMBER:.....