

randstad digital

temporary employee contract of service

This Contract of Service is to be signed by all Temporary Employees upon registering for employment with Randstad. Please read the following carefully and sign this Contract of Service to confirm your understanding of the terms and conditions of your temporary employment.

1. Definitions

- 1.1. **'Assignment'** means the period during which you are supplied by Randstad to a Client to provide Services to the Client, as detailed in the Assignment Details.
- 1.2. **'Assignment Details'** means any communication from Randstad (including SMS or verbal communication), which provides details of a new Assignment or variation/extension of an existing Assignment.
- 1.3. **'ATO'** means the Australian Taxation Office.
- 1.4. **'Client'** means a client of Randstad, with whom Randstad has an agreement to provide on-hire workers and to whom the Temporary Employee may be assigned to work from time to time.
- 1.5. **'Fees'** means the fees set out in the Assignment Details that are payable by Randstad to you for the performance of the Services.
- 1.6. **'Handbook'** means the Randstad Temporary & Contractor Essentials Handbook, as amended from time to time.
- 1.7. **'Intellectual Property Rights'** means all rights resulting from intellectual activity whether capable of protection by state, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights and all rights and interests of a like nature including but not limited to methods and techniques.
- 1.8. **'Randstad'** or **'we'** means Randstad Pty Limited ABN 28 080 275 378 trading as Randstad Digital.
- 1.9. **'Services'** means the services you perform for a Client, as set out in the Assignment Details.
- 1.10. **'Temporary Employee'** or **'you'** means you, who will be engaged by Randstad on a casual basis to undertake Assignment/s for the benefit of Client/s of Randstad.

2. Nature of Employment Relationship

- 2.1. The relationship between yourself and Randstad is that of casual employee and employer. This Contract of Service will apply on each occasion you are offered and accept an Assignment from Randstad.
- 2.2. Randstad does not control the length of Assignments with its Clients. A Client may vary the length of an Assignment or end your attendance at an Assignment at their absolute discretion, and on short notice. This includes prior to the commencement of an Assignment if the Client reassesses their needs. Changes to the internal workload, operational requirements and budgetary funding can all impact the length of an Assignment.
- 2.3. If you accept an assignment, at all times, you can elect to accept or reject work. Likewise, Randstad is not obligated to offer work. All work that is offered by Randstad is on an as needed basis, and in no way forms a firm advanced commitment to you for indefinite and on-going work, according to an agreed pattern of work.
- 2.4. On completion of an Assignment, Randstad will use reasonable endeavours to obtain an alternative Assignment for you. However, the casual nature of your engagement means there is no guarantee of on-going or regular work. Randstad is not liable to pay you if it does not offer you any Assignments, or a particular Assignment.

3. Your Obligations

- 3.1. You are not obliged to accept any Assignment offered to you by Randstad, but if you do so, during each Assignment you agree to:
 - (a) notify Randstad as soon as practicable, but no later than normal start time, if you are unable to attend an accepted shift during any period of an Assignment;
 - (b) perform the Assignment with all due skill and care and to all standards, timetables and targets agreed with the Client;
 - (c) make every possible effort to complete the Assignment as set out in the Assignment Details;
 - (d) if you wish to reject shifts, or end an assignment, inform Randstad of your intentions.;
 - (e) use your best endeavours to promote and protect the interests of Randstad;
 - (f) follow all reasonable and lawful directions given to you by Randstad;
 - (g) cooperate with the Client's staff and accept the direction, supervision and instruction of any supervisor;
 - (h) sign any reasonable undertakings of confidentiality, formal assignment of Intellectual Property Rights or other such agreements which Randstad or its Client may require you to sign either prior to or during the Assignment;
 - (i) not engage in any conduct which may result in financial loss, damage or be detrimental to the business, image or reputation of Randstad or its Client;

- (j) if applicable, immediately inform us if your right to work in Australia becomes subject to conditions, is revoked or lapses; and
 - (k) following the end of an Assignment, return to Randstad or its Client (as applicable) all company property.
- 3.2. It is a condition of your employment that prior to accepting any Assignment you have obtained all necessary and relevant qualifications and skills to undertake the Assignment offered, and you have all required licences, registrations and accreditations.
- 3.3. Health and Social Care Workers: Where you undertake any form of practice in your respective profession(s) where you must have your own insurance (or it's reasonably expected that you have insurance), you warrant that such insurance (that comply with the relevant registration standard) will remain in place at all relevant times. As an example, all health practitioners (such as enrolled nurses, registered nurses and nurse practitioners) must have insurance. You agree to maintain these at your own expense during your employment and you must provide Randstad with reasonable proof. You must immediately notify Randstad of any change in status of your relevant licences, registrations and accreditations.
- 3.4. It is a condition of your employment that you are legally eligible to work in Australia and to undertake work for Randstad and will provide evidence of this as required.

4. Remuneration and Hours

- 4.1. You will be paid on an hourly or daily basis depending on the Assignment. On each Assignment there is no guarantee of a certain number of hours or a regular pattern of work. You will not be paid between Assignments.
- 4.2. If any future Assignments are offered to you there is no requirement or guarantee that they will be with the same Client, on the same terms and at the same rates or contain the same allowances and benefits. Randstad will comply with all relevant laws, including minimum award entitlements.
- 4.3. Your hours of work will be determined by the Client. You will not be paid any amount in excess of the hourly or daily rate except for any approved overtime as negotiated with the Client prior to the overtime being worked.

5. Entitlements

- 5.1. As a casual employee, you will only be entitled to leave of those types that any applicable award or legislation prescribes for casual employees. You are not entitled to various benefits applicable to permanent employees under the National Employment Standards or an industrial instrument; including but not limited to paid annual leave,
- 5.2. paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay or any other entitlement associated with permanent employment.
- 5.3. A 25% casual loading is paid in lieu of any of these entitlements and to compensate for uncertainty associated with casual employment. Despite this, should an industrial instrument apply to you, and that instrument provides for a different value of casual loading, the casual loading paid to you is the minimum applicable amount under that instrument.

6. Superannuation

- 6.1. Randstad's maximum payment of superannuation contributions is capped at the mandatory threshold, set out in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 6.2. As a default, Randstad does not make any payments above this cap.
- 6.3. You agree to be responsible for any associated costs and taxes (if any) for payments above this cap. You must inform payroll team in advance.
- 6.4. Required contributions will be paid into, where legislation so requires it, your existing superannuation fund that is recorded with the ATO. In the event that there is no statutory requirement to pay your existing fund or if you do not have an existing fund that is recorded with the ATO then:
- (a) you must advise Randstad of your preferred fund; or
 - (b) superannuation contributions will be made to the Randstad default fund.

You can contact the ATO on 13 10 20 for more information.

7. Set Off

- 7.1. If an industrial instrument or legislation conferring minimum entitlements is or becomes applicable to your employment, any entitlements you may have under that industrial instrument or legislation (for example, overtime rates, penalty rates and allowances) will, to the maximum extent permitted by law, be absorbed in and set off against the remuneration to which you are entitled pursuant to this Contract of Service and the rates, entitlement and benefits set out in any Assignment Details issued under this Contract of Service.
- 7.2. For the purposes of calculating any minimum entitlement the ordinary time rate is the minimum rate specified for the classification of the work you perform under any applicable industrial instrument.

8. Expenses

You will only be reimbursed for reasonable business expenses incurred by you in performing an Assignment if you comply with Randstad's and/or its Client's expense reimbursement policies and procedures (as applicable). All expense reimbursements must be authorised by the Client.

9. Deductions

- 9.1. You understand that future payments owed to you may be adjusted if actual working hours / days or other details differ from information provided on your authorised time sheets received by Randstad.
- 9.2. You agree Randstad may deduct any overpayments from future payments or any monies that you owe Randstad from future or final payments.
- 9.3. **Overpayment:**
- (a) You agree that if a court or tribunal makes a finding that, for any period of time, you have been a permanent employee and as a consequence you had no entitlement to be paid a casual loading for that period, the casual loading paid to you for that period of time represents an overpayment by Randstad to you. You further agree that the sum of any such casual loading that Randstad has overpaid to you is a debt due and owing by you to Randstad (debt). You authorise Randstad to deduct or set-off the debt or a part of the debt from any payment due to you, to the full extent allowed by the law.
 - (b) You also agree that upon receiving written notice from Randstad, you will immediately repay the debt and/or provide written authority to Randstad to deduct or set-off the debt or part of the debt from any amounts payable to you.
 - (c) You agree that these provisions in this clause 9.3 are for your benefit because it avoids court proceedings in which Randstad will seek to recover the debt from you.

10. Termination

- 10.1. **Termination of Assignment:** A Client may ask that your Assignment cease immediately. In this event, Randstad endeavours to provide you at least one hour's notice (or one hour's payment in lieu of notice). You will remain on Randstad's books, and we will use reasonable endeavours to find alternative suitable Assignments for you (unless your employment is terminated by Randstad in accordance with clause 10.2, or you no longer wish to be represented by Randstad).
- 10.2. **Termination of Employment:** In cases of serious misconduct Randstad may dismiss you without giving notice or making payment in lieu of notice. Your employment may be terminated immediately by Randstad for:
- (a) serious and/or repeated breaches of Contract of Service or Assignment Details;
 - (b) breach of Randstad or Client policy or procedures;
 - (c) serious and/or wilful misconduct;
 - (d) dishonesty; or
 - (e) conduct which adversely affects the reputation or business of Randstad.

11. Policies

- 11.1. You must comply with all relevant Client policies whilst on Assignment, as notified to you from time-to-time by either Randstad or the Client. If you have an issue complying with any policy of a Client, you should contact Randstad immediately.
- 11.2. Your conduct on Assignments is also governed by the Randstad policies set out in the Handbook. These policies will be updated from time to time and you should ensure that you update yourself on these changes as they occur. These policies do not form part of this Contract of Service; however you are required to abide by them.

12. Confidential Information

- 12.1. **Confidential Information** includes, but is not limited to, any information that is:
- (a) marked as confidential; or
 - (b) any information which may be considered commercially sensitive or confidential to Randstad or its Clients including but not limited to technical, commercial, operational and financial information, details of clients, customers and staff, business methods, software programs, software, hardware, business transactions and confidential business information, but does not include information which:
 - (c) is generally available in the public domain other than as a result of a breach of this Contract of Service by you; or
 - (d) you are required by law to disclose.
- 12.2. Unless you have previous written consent from Randstad or its Client (as applicable), you must:
- (a) only use Confidential Information for the purpose of performing the Services; and
 - (b) not use or attempt to use any Confidential Information in any manner which may prejudice the confidentiality of the Confidential Information or may injure or cause loss to Randstad or its Clients.
- 12.3. You must at all times store all Confidential Information safely and securely.
- 12.4. Your obligations with regard to Confidential Information will continue for so long as this information is maintained on a confidential basis by Randstad or its Client, as applicable. You acknowledge that your obligation of confidentiality exists both during your employment with Randstad and after your employment ceases.
- 12.5. You indemnify Randstad against all liabilities, costs and expenses which Randstad may incur as a result of any breach of this clause 12.

13. Intellectual Property Rights

You acknowledge that, unless otherwise agreed, all work performed by you whilst on Assignment constitutes work developed for the Client and the Client will be the exclusive owner of all Intellectual Property Rights developed or produced by you whilst assigned to that Client.

14. Workplace Health and Safety

14.1. **Workplace Health and Safety:** You understand that you must take care at all times to ensure your safety and the safety of your co-workers whilst performing an Assignment, and that you must:

- (a) immediately advise your direct supervisor and, as soon as practicable, a member of Randstad if, whilst on an Assignment, you identify any potential hazards or believe the working conditions are unsafe;
- (b) notify Randstad if the Client does not have established safe work procedures, is not complying with safety requirements or is not maintaining equipment in safe working condition;
- (c) notify Randstad immediately if you are asked to undertake additional duties, are assigned to a new position, are directed to use different equipment to that originally required of the Assignment, if your site location changes (even temporarily, for example travel for work), you receive inadequate training and induction, you are not supervised or you are working in isolation;
- (d) not use any equipment you are unfamiliar with or unqualified to use, if you have not received adequate training and/or induction by the Client or Randstad;
- (e) ensure that you present yourself for work wearing the appropriate clothing and footwear and will not commence work unless wearing the correct personal protective equipment; and
- (f) make yourself aware of and adhere to the Client's workplace health and safety policies and procedures.

For further information about workplace safety, refer to the Handbook.

14.2. **Workplace Accident:** If you are injured during the course of an Assignment, you must:

- (a) report it to your supervisor/manager on Assignment and Randstad immediately;
- (b) complete a Randstad Incident Report form, and complete a prescribed workers compensation claim form if required;
- (c) provide a medical certificate from a medical practitioner;
- (d) comply with relevant workers' compensation law and regulation; and
- (e) agree to participate in any workplace rehabilitation or return to work programs/plans established in consultation with you.

14.3. You acknowledge that your continued employment may be contingent upon satisfactorily passing a physical examination at any time to establish your capability to properly or safely perform your duties.

15. Grievance Procedure

If you have a workplace grievance whilst on Assignment (including, for example, discrimination, harassment, bullying or victimisation), you must report to Randstad as soon as possible in accordance with the grievance reporting procedure outlined in the Handbook. If you do not promptly notify Randstad of a grievance, Randstad's ability to provide you support and assist you to resolve the matter may be affected.

16. Notification of Offer of Employment

16.1. You agree that you shall not, in Australia, for the duration of this Agreement and for 6 months immediately after the cessation of your Assignment, without the written consent of Randstad:

- a) provide services which are the same as, similar to or related to the Assignment or the Services or involve similar projects, systems or processes, in any capacity (including as an employee, consultant or contractor) directly or through any other entity (including an incorporated company, partnership, trust, business name, recruitment agency, consultancy, payroll or management company or an outsourcing services provider) to:
 - i. the Client or a Related Body Corporate of the Client;
 - ii. a customer of the Client or their Related Body Corporate to whom you have been subcontracted with the involvement of Randstad; or
 - iii. any client/customer of Randstad or a Related Body Corporate of Randstad with whom you had dealings on behalf of Randstad or a Related Body Corporate of Randstad in the provision of the Services;
- b) solicit, induce or encourage (or attempt to solicit, induce or encourage) any employee, consultant or contractor of Randstad or a Related Body Corporate of Randstad with whom you had dealings during the provision of the Services ("Protected Individuals") to cease/reduce the provision of services to Randstad or a Related Body Corporate of Randstad; and/or
- c) employ or engage (or assist with or facilitate the employment or engagement of) the Protected Individuals by any person/entity other than Randstad or a Related Body Corporate of Randstad.

16.2. You acknowledge that:

- a) the restrictions in this clause are reasonable and go no further than is necessary to protect the legitimate business interests of Randstad and each Related Body Corporate of Randstad;
- b) in the event of breach or threatened breach of the restrictions, Randstad or a Related Body Corporate of Randstad may take legal action against you (including injunctive action) and you will be liable for consequential damages and costs incurred; and
- c) should any of the restrictions in this clause 16 be invalid or otherwise unenforceable, the affected clauses or sub-clauses shall be construed as separate provisions and can be removed without impacting the validity or enforceability of the remaining provisions.

17. Handbook, Fair Work Information Statement and Casual Employment Information Statement

- 17.1. You agree to abide by the terms and conditions set out in the Handbook, however it does not form part of this Contract of Service. A copy of the Handbook is available [here](#).
- 17.2. The Fair Work Information Statement is available at: <https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/fair-work-information-statement>.
- 17.3. The Casual Employment Information Statement is available at: <https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/casual-employment-information-statement>

18. Governing law

The laws of the state or territory of Australia where you perform an Assignment will govern this Contract of Service (if jurisdiction is disputed, the laws of New South Wales will govern this Contract of Service). Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the court of that state or territory.

19. Acknowledgement

- 19.1. You acknowledge that the terms of this Contract of Service, along with any Assignment Details, form the basis of your employment contract with Randstad and replace any previous contract, agreements or understandings between the parties.
- 19.2. **You** acknowledge and agree that:
- (a) all information you have provided to Randstad is true and correct;
 - (b) Randstad may use and disclose any of the personal information which you have provided to Randstad for the purpose of obtaining Assignments for you with Clients of Randstad in accordance with the Randstad Privacy Collection Statement;
 - (c) you are eligible to work in Australia and undertake temporary work for Randstad and will provide evidence of this as required. You will immediately inform Randstad of any changes that may impact your eligibility to work in Australia; and
 - (d) you understand that failure to comply with this Contract of Service, including providing false and/or misleading information to Randstad, may result in the end of an Assignment and/or termination of your employment.

You have read, understood and, by signing below, accept the terms and conditions of employment as set out in this Contract of Service.

First Name: _____ **Surname:** _____

Signature: _____ **Date:** _____