



TEMPORARY EMPLOYMENT AGREEMENT

Please sign form upon reading Temporary Agreement:

CANDIDATE DETAILS:

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TEMPORARY AGREEMENT:

This AGREEMENT is made on _____

BETWEEN OPTIMUM RECRUITMENT GROUP

AND THE PERSON NAMED ABOVE ('the temporary')

RECITALS

1. The Temporary is an independent provider of labour to a range of business.
2. The Temporary is an Australian resident and /or holds a visa permitting the Temporary to work.
3. Optimum Recruitment, amongst other activities arranges for Temporaries to undertake specified assignments ("the Assignment") for clients of Optimum Recruitment ("The Client")
4. This agreement outlines the terms that are to apply between Optimum Recruitment and the Temporary in relation to assignment undertaken by the Temporary for clients.

TERMS OF THIS AGREEMENT

1. OPTIMUM'S OBLIGATIONS

- a) To consider the Temporary for client assignments and only to offer the Temporary assignments for which the Temporary is qualified.
- b) To pay to the Temporary fees due to the Temporary (net of taxes and other deductions required to be held by law) in respect of client assignments.



2. THE TEMPORARY'S OBLIGATIONS

- a) To complete assignments as instructed by the Client.
- b) To abide by all necessary safety standards and regulations in performing the assignment and knowledge that the clients shall have the authority to instruct the Temporary.
- c) To acknowledge that the client shall have the right to immediately cease an assignment where the Temporary is responsible for any dishonesty, serious misconduct or serious breach of duty or refuses to comply with any reasonable instructions given by the Client.
- d) To indemnify Optimum Recruitment for any loss, damage or liability whatsoever incurred for any act, neglect or default of the Temporary, its agents or employees.
- e) To keep confidential any information acquired during the course of any assignment.
- f) To notify Optimum before being engaged by the Client, under any contract of employment whether permanently or for a temporary period, within six months after the conclusion of an assignment including any extensions to that assignment.

3. RELATIONSHIP BETWEEN THE PARTIES

- a) Nothing in this agreement is intended to create the relationship of partnership, agency or employer and employ amongst the parties and it is the express intention of the parties that any such relationship is denied.
- b) The Temporary acknowledges that nothing in this agreement shall:
 - Compel a Temporary to accept an assignment;
 - Be construed as an offer of continuing work;
 - Require Optimum to provide any facilities or training for the Temporary;
 - Require Optimum to provide materials, plant or equipment for the Temporary.

4. PAYMENT

- a) Optimum will pay to the Temporary an hourly fee not less than the minimum appropriate under the classification structure of the relevant award based on a 38-hour week
- b) There is no entitlement to any public holidays or sick pay.
- c) The Temporary will only be paid for actual hours worked, with a minimum payment being three hours on any assignment.

5. SUPERANNUATION

Optimum is deemed to be the employer of the Temporary for the purposes of the Superannuation Guarantee legislation. In accordance with the requirements of that legislation, Optimum will contribute to the *Kinetic superannuation* fund (or suitable fund of employee's choice) an amount equal to not less than 9.5% of gross ordinary time earnings, in every month in which the Temporary earns more than \$450.

6. WORKCOVER

Optimum is deemed to be the employer of the Temporary for the purposes of the Income Tax Assessment Act. In accordance with the requirements of that legislation, Optimum will make tax instalment deductions at the prescribed rate from payments due to the Temporary, and will remit those deductions to the Australian Tax Office.



7. TAX INSTALMENT DEDUCTIONS

- a) Optimum is deemed to be the employer of the Temporary for the purposes of the Income Tax Assessment Act. In accordance with the requirements of that legislation, Optimum will make tax instalment deductions at the prescribed rate from payments due to the Temporary, and will remit those deductions to the Australian Taxation Office.
- b) To enable Optimum to make tax instalment deductions at the prescribed rate, the Temporary will provide Optimum with a completed tax declaration form before receiving any payment from Optimum.

8. GENERAL

- a) Notices
All notices and consents required or permitted to be given under this agreement shall be in writing and given by personal service, pre-paid postage, or facsimile transmission at the address of the parties set out in this agreement, or to such other address as either party may designate to the other by written notice.
- b) Assignment
Neither this agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written permission of the other.
- c) Governing Law
This agreement shall be governed by the laws of the State of Victoria.
- d) Variation
This agreement shall be governed by the laws of the State of Victoria
- e) Severability
If any provision of this agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby and this agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.