

1. Micropay Pty Limited, ABN 40 071 007 326, of Level 2, 67 Albert Avenue, Chatswood, NSW 2067 ("MicrOpay") requires authorised acceptance (below) of these Terms and Conditions by the Client prior to the commencement of engagement of the temporary placement.
2. Subjected to clause 20 herein, temporary placements supplied to the Client are at all times during the course of the assignment employees of MicrOpay.
3. All employment related costs in respect of the temporary placement remain the liability of MicrOpay.
4. Temporary placements must be engaged for a minimum period of 4 hours in any given day.
5. The Client must pay MicrOpay the fees for the provision of temporary placement's services in accordance with the Schedule (Fees).
6. On mutual agreement of all parties concerned, MicrOpay may vary the agreed Fees if the nature of the assignment changes.
7. The Fees must be paid by the Client to MicrOpay within 7 days of the date of invoice by MicrOpay. No fees are payable for meal breaks, sick leave or unpaid leave.
8. The number of ordinary hours for which a temporary placement may be employed is 7.5 hours in any given day and 37.5 hours in any given week of an assignment. Any employment over and above these hours, or outside the hours of 7.30am to 6.00pm Mondays to Fridays inclusive (public holidays excepted), will incur additional fees which incorporate the applicable overtime rates, meal allowances and possible travel costs. If work outside the aforementioned hours is required for an assignment, the Client must first inform MicrOpay.
9. As required by law, if any overtime is worked any portion of an hour of less than 30 minutes will be calculated as 30 minutes and any portion in excess of 30 minutes will be calculated as one hour.
10. MicrOpay reserves the right to replace temporary placement if it considers it necessary.
11. MicrOpay will endeavour to supply a temporary placement to meet the Client's needs, however it is the client's responsibility to ensure that the temporary placement is suitable for the role. If the Client identifies this is not the case, the Client must contact their State Recruitment Consultant within 4 hours of commencement. MicrOpay will replace any temporary placement that the Client finds unsatisfactory or unsuitable. A timesheet signed by the Client will constitute acceptance by the Client of the hours worked by the temporary placement and the Client's satisfaction with the performance of the temporary placement.

12. It is the Client's responsibility to provide a healthy and safe work environment for the temporary placement which meets the relevant OH&S and other employment related legislation of the State concerned. The Client must ensure that it provides the temporary placement with all necessary OH&S training, site specific and work specific induction before commencement of work. MicrOpay reserves the right to remove the temporary placement from the workplace if it considers (in its sole discretion) to be unsafe or at risk. MicrOpay also reserves the right to conduct safety audits and inspection of the workplace (as may be required from time to time) to ensure the health and safety of the temporary placement. The Client agrees to report all workplace incidents to MicrOpay and to take appropriate measures to minimize workplace hazards.
13. If an offer of employment on any basis is made by the Client to the temporary placement during the period of assignment or within 12 months after the completion of the assignment, the Client will be liable to pay a permanent placement fee outlined in clauses 14 and 15.
14. If the Client wishes to employ a temporary placement as a permanent employee of the Client, the placement fee will be determined in accordance with this clause and is calculated as a percentage of the first year's total remuneration package i.e. the sum of total salary, wages, bonuses, commissions, and employer superannuation contributions, plus GST:

Remuneration Package	Percentage
\$100,000 +	20%
\$60,000 to \$99,999	18%
\$35,000 to \$59,999	15%
up to \$34,999	12.5%

Note: the minimum fee payable for any permanent placement is \$4,400 incl GST (Placement Fee).

15. The recruitment process and work involved for part-time positions is identical to that of a full time position, therefore the Placement Fee payable will be calculated according to the first year's total remuneration package i.e. sum of total salary, wages, bonuses, commission, and other employer superannuation contributions, based on full time employment, plus GST.
16. No replacement guarantee is available for temporary to permanent placements.
17. Where the Client entrusts the temporary placement with the handling of cash, negotiables or other valuables or the unsupervised access to or transmission of payroll related data to or via a third party Electronic Funds Transfer or PC banking system this is at the Client's sole responsibility.
18. Subject to these Terms and Conditions and to the extent permitted by law, all conditions and warranties, expressed or implied, are excluded and the Client acknowledges that it has not relied upon any representations by or on behalf of MicrOpay in relation to the services to be provided by the temporary placement (including without limitation the suitability of the temporary placement for the Client's purposes).
19. If any condition or warranty is implied into these Terms and Conditions pursuant to any statute (which condition or warranty cannot be excluded by agreement), the liability of

MicrOpay for breach of that condition or warranty will, at MicrOpay's election, be limited to:

(a) the supply of a replacement temporary placement; or

(b) the refund of the fees paid by the Client for that temporary placement.

20. To the full extent permitted by law, MicrOpay's liability to the Client arising under these Terms and Conditions or caused by:

(a) any act or omission of a temporary placement; or

(b) any act or omission of MicrOpay in relation to the supply or failure to supply a temporary placement; or

(c) any information, representation or advice given by or on behalf of MicrOpay,

whether grounded in contract, negligence or other tortious conduct, is hereby excluded. In the avoidance of doubt, once the temporary placement starts the assignment, the temporary placement will be under the Client's direct supervision and control for the duration of the assignment. Actions of the temporary placement, described in the preceding sub-clauses (a),(b) & (c), will be the Client's sole responsibility, as if the temporary placement was a member of its own staff and the Client acknowledge and agrees to comply with all statutes, by-laws and other legal requirements (as may be applicable) in relation to the engagement of the temporary placement and the Client agrees to indemnify and hold MicrOpay harmless against all liability, loss, claims, fines, penalties and damage (on a full indemnity basis) arising out of or in connection with this Agreement on any act or omission (whether wilful or negligent) of the temporary placement.

21. In the case of cancellation or alteration of the Client's requirements regarding the temporary placement assignment, the Client must give written notification to MicrOpay's relevant State Office by letter, fax or email at least 24 hours before changes are required or the allocated temporary placement's commencement time, otherwise a minimum 4 hour fee at MicrOpay's GST inclusive chargeable hourly rate, plus any relevant travel costs will be payable by the Client.

22. All information supplied by MicrOpay, whether written or verbal, is confidential and must not be disclosed to any other party without the prior written consent of MicrOpay. If as a result of the Client's disclosure of the temporary placement's details, the temporary placement is employed by another party, the Client shall be liable to pay the Placement Fee.

23. MicrOpay reserves the right to vary the Fees with 20 days prior written notice to the Client. MicrOpay reserves the right to terminate any temporary placement assignment at its sole discretion and without liability to the Client.

Schedule

Fees:

\$

Scope of work: As per confirmation email. The Client must not at any time require the temporary placement to undertake tasks outside the scope of work without the prior written agreement of MicrOpay.

Client Acceptance of these Terms & Conditions:

Client no:

Client Name:

ACN/ABN:

Name:

Position:

Signature:

Date:

Please fax back all pages to the MicrOpay Office in your State:

Fax: NSW (02) 9884 4160

Fax: SA (08) 8366 6150

Fax: QLD (07) 3199 2050

Fax: WA (08) 9415 1550

Fax: VIC (03) 8643 3540