

Skout Solutions Australia

temporary employee contract of service

This Contract of Service is to be signed by all Temporary Employees upon registering for employment with Skout Solutions. 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 Skout Solutions to a Client to provide Services to the Client, as detailed in the Assignment Details.
- 1.2. **'Assignment Details'** means any communication from Skout Solutions (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 Skout Solutions, with whom Skout Solutions 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 Skout Solutions to you for the performance of the Services.
- 1.6. **'Handbook'** means the Skout Solutions 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. **'Skout Solutions'** or **'we'** means Skout Solutions Pty Limited ABN 40 614 706 526.
- 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 Skout Solutions on a casual basis to undertake Assignment/s for the benefit of Client/s of Skout Solutions.

2. Nature of Employment Relationship

- 2.1. The relationship between yourself and Skout Solutions is that of casual employee and employer. This Contract of Service will apply on each occasion you are offered and accept an Assignment from Skout Solutions.
- 2.2. Skout Solutions 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, Skout Solutions is not obligated to offer work. All work that is offered by Skout Solutions 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, Skout Solutions 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. Skout Solutions 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 Skout Solutions, but if you do so, during each Assignment you agree to:
 - a. notify Skout Solutions 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 Skout Solutions of your intentions;
 - e. use your best endeavours to promote and protect the interests of Skout Solutions;
 - f. follow all reasonable and lawful directions given to you by Skout Solutions;
 - 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 Skout Solutions 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 Skout Solutions 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 Skout Solutions 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. You agree to maintain these at your own expense during your employment. You must immediately notify Skout Solutions of any change in status of your relevant licences, registrations and accreditations.
- 3.3. It is a condition of your employment that you are legally eligible to work in Australia and to undertake work for Skout Solutions 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. Skout Solutions 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, 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.
- 5.2. 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. Skout Solutions 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, Skout Solutions 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 Skout Solutions of your preferred fund; or
 - b) superannuation contributions will be made to the Skout Solutions 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 Skout Solutions 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 Skout Solutions.
- 9.2. You agree Skout Solutions may deduct any overpayments from future payments or any monies that you owe Skout Solutions 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 Skout Solutions to you. You further agree that the sum of any such casual loading that Skout Solutions has overpaid to you is a debt due and owing by you to Skout Solutions (debt). You authorise Skout Solutions 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 Skout Solutions, you will immediately repay the debt and/or provide written authority to Skout Solutions 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 Skout Solutions 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, Skout Solutions endeavours to provide you at least one hour's notice (or one hour's payment in lieu of notice). You will remain on Skout Solutions' books, and we will use reasonable endeavours to find alternative suitable Assignments for you (unless your employment is terminated by Skout Solutions in accordance with clause 10.2, or you no longer wish to be represented by Skout Solutions).
- 10.2. Termination of Employment: In cases of serious misconduct Skout Solutions may dismiss you without giving notice or making payment in lieu of notice. Your employment may be terminated immediately by Skout Solutions for:
 - a. serious and/or repeated breaches of Contract of Service or Assignment Details;
 - b. breach of Skout Solutions or Client policy or procedures;
 - c. serious and/or willful misconduct;
 - d. dishonesty; or
 - e. conduct which adversely affects the reputation or business of Skout Solutions.

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 Skout Solutions or the Client. If you have an issue complying with any policy of a Client, you should contact Skout Solutions immediately.
- 11.2. Your conduct on Assignments is also governed by the Skout Solutions 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 Skout Solutions 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 Skout Solutions 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 Skout Solutions 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 Skout Solutions or its Client, as applicable. You acknowledge that your obligation of confidentiality exists both during your employment with Skout Solutions and after your employment ceases.
- 12.5. You indemnify Skout Solutions against all liabilities, costs and expenses which Skout Solutions 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 Skout Solutions if, whilst on an Assignment, you identify any potential hazards or believe the working conditions are unsafe;
 - b. notify Skout Solutions 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 Skout Solutions 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 Skout Solutions;
 - 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 Skout Solutions immediately;
 - b. complete a Skout Solutions 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 Skout Solutions as soon as possible in accordance with the grievance reporting procedure outlined in the Handbook. If you do not promptly notify Skout Solutions of a grievance, Skout Solutions's ability to provide you support and assist you to resolve the matter may be affected.

16. Notification of Offer of Employment

For a period of 6 months from the cessation of your last Assignment, you agree that you will not accept a direct offer of employment whether temporary, contract or permanent from any Client or former Client of Skout Solutions for whom you performed an Assignment without first notifying Skout Solutions.

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 at: <https://www.skoutsolutions.com/job-seeker/contractor-resources/>
- 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 Skout Solutions 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 Skout Solutions is true and correct;
 - b. Skout Solutions may use and disclose any of the personal information which you have provided to Skout Solutions for the purpose of obtaining Assignments for you with Clients of Skout Solutions in accordance with the Skout Solutions Privacy Collection Statement;
 - c. you are eligible to work in Australia and undertake temporary work for Skout Solutions and will provide evidence of this as required. You will immediately inform Skout Solutions 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 Skout Solutions, 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: _____