



## Terms of Business – Container Services

The following TERMS OF BUSINESS apply to all container services conducted by Infront Staffing & Training Pty Ltd

### Introduction

1. Infront Staffing & Training will be entitled to a fee, payable by the client where:
  - A service has been conducted by Infront Staffing & Training; or
  - Infront Staffing & Training has been requested to provide a service which has been cancelled without the appropriate minimum two (2) hours notice required; or
  - Waiting time is required by Infront Staffing & Training staff due to the delay in arrival of a container(s) or any other issue that may arise that causes our staff to wait.
2. GST is to be added to all fees and charges quoted by Infront Staffing & Training.
3. Fees are payable within 7 days of invoice unless otherwise agreed upon.
4. Fees for container services are based on a rate agreed to between the client and Infront Staffing & Training.
5. Clients are asked to provide their container requirements before 4pm on the day prior to the work required.
6. There is no employment relationship between the loader/unloader and the client. Wages due to the staff will be paid by Infront Staffing & Training. We will also be responsible for superannuation, all taxes and insurance associated with payments made to the loader / unloader.
7. The client acknowledges that in the event of a work place injury, an accident report must be forwarded to Infront Staffing & Training within 24 hours of the injury. This is to ensure that the requirements of the Insurance Company are met. Any costs incurred due to late notice of a work place injury will be passed onto the client.

8. While the employee of Infront Staffing & Training is working onsite at the client's premises, the client is subject to and must comply with all requirements of legislation including, but not limited to:
  - Maintaining a workplace that is safe and without risks to health and safety;
  - Maintaining a work environment that is free from acts of harassment;
  - Monitoring the health and safety of all employees of Infront staffing & Training;
  - Keeping information and records relating to the health and safety of an employee;
  - Conducting risk assessments and site inductions;
  - Preparation of all relevant WHS documentation including, but not limited to, job safety analyses, safe work method statements;
  - Reporting injuries and incidents to the appropriate statutory authorities in accordance with the provisions of the applicable legislation.
9. The client agrees to provide Infront Staffing & Training with access to its premises where any employee will perform work so it can conduct its own risk assessments and ensure that the workplace is safe and without risks to health, welfare and safety. Infront Staffing & Training reserves the right to terminate the agreement without penalty if it determines a breach of any of the client's statutory duties.
10. The client will indemnify and hold Infront Staffing & Training harmless in the event of any claim against Infront Staffing & Training resulting from the client's non compliance with such legislation.
11. During the course of an assignment, Infront Staffing & Training staff are under the sole direction of the client. The client agrees that Infront Staffing & Training does not accept responsibility for any injury, loss, claim, cause of action, verdict, judgment, costs, expenses, demand or damage arising out of or as a consequence of any act and/or omission of Infront Staffing & Training, its directors, officers, employees, agents or servants
12. The client agrees to forever release, indemnify and hold Infront Staffing & training, its directors, officers, employees, agents or servants harmless for and against all liabilities, claims, injuries, losses (including, but not limited to, consequential losses), damages, suits, verdicts, judgments, costs and expenses whatsoever arising out of the relationship and/or agreement with the client. This indemnity will be a continuing indemnity notwithstanding the termination or expiration of this agreement.
13. Infront Staffing & Training use sub contactors and has a copy of all their Public Liability Policies, Workers Compensation Policies and ensure that all staff are being paid an appropriate state award (Usually the Storage and Wholesale Award 2010).
14. Where the client offers a temporary candidate/sub contractor employment within 12 months from completion of their last temporary assignment with them, a permanent fee of 17% will apply.

15. If the client terminates the agreement, the client will not be entitled to claim any amount by way of liquidated damages or other payments as a consequence of the termination.
16. On termination of the agreement, the client agrees to pay all outstanding sums due under the agreement. The parties agree that any and all indemnities provided by the client and all rights of Infront Staffing & Training survive termination. If it is necessary for Infront Staffing to commence action to recover any outstanding sums, the client agrees to indemnify Infront Staffing & Training for all costs incurred by it in the recovery of monies.
17. Please note that by engaging any services provided by Infront Staffing & Training, you accept all conditions listed in these Terms of Business.

To acknowledge acceptance of our terms of business and to allow us to create an invoicing account in our system for your company, please complete the details on the following page and return in full by fax (02 8252 7566) or email ([roger@infrontstaffing.com](mailto:roger@infrontstaffing.com))

# Client Details & Acknowledgement of Terms of Business

Company Details	
Company Name:	
ABN:	
Main Contact Person:	
Telephone/Fax:	
Email:	
Mailing Address:	
Physical Address: (if different to mailing address)	
Additional Site Address: (if applicable)	
Accounts Department	
Accounts Payable Contact:	
Telephone/Fax:	
Email:	
Send invoices to (email):	
Terms	
Agreed Payment Terms:	7 days
Credit Referees	
Company Name/Contact/Phone:	
Company Name/Contact/Phone:	
I have read and accept the above Terms of Business:	
<b>Name:</b> _____	<b>Position:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____