



TEMPORARY & CONTRACT EMPLOYMENT AGREEMENT



Temporary & Contract Employment Agreement

This document sets out the terms and conditions on which OnSite Recruitment Pty Ltd (OnSite) has offered and you have accepted casual employment with OnSite. This document constitutes your employment contract with OnSite.

From time to time OnSite may offer you a place with one of its clients (the client) based on your skills, qualifications and experience to provide services as part of a labour hire arrangement between OnSite and the client (client assignment).

You may accept or reject any offer from OnSite to perform services under a client assignment. To be clear, as you are a casual employee, OnSite makes no advance commitment to continuing or indefinite work, either with OnSite or for the purpose of providing services under a client assignment.

The terms and conditions in this OnSite Candidate Declaration and Consent should be read in conjunction with any subsequent terms and conditions, imposed by OnSite and/or the client, specific to the client assignment. In the event of any inconsistency between this document and any such subsequent terms and conditions, the subsequent terms and conditions will prevail to the extent of the inconsistency.

Each client assignment is a separate period of employment with OnSite. However, unless otherwise varied in writing, the terms and conditions in this Candidate Declaration and Consent continue to apply to each period of employment with OnSite.

A copy of the Casual Employment Information Statement has been provided to you by OnSite as part of the online registration process.

In the course of my employment with OnSite and in undertaking any client assignment, I understand and accept the following terms and conditions.

General Terms & Conditions of Casual (Hourly Hire) Employment

1. During a client assignment, I am under the care, direction and supervision of the client and the client will direct me as to hours of work and the manner and proficiency in which I am to undertake work for the client. My duties will be according to client requirements and will also include such other duties as OnSite may allocate to me from time to time.
2. I am employed as a casual employee at the location determined by OnSite and/or the client. I acknowledge that I have no guarantee of ongoing employment and may from time to time be offered client assignments by OnSite. I am under no obligation to accept any client assignment I am offered by OnSite.
3. My hours of work are dependent on the client assignment and needs of the client and OnSite. Where possible, OnSite will communicate the required hours of work, one week in advance of when the work is required to be performed, or otherwise by agreement. I shall be paid on an hourly basis, and for each client assignment provided with further written confirmation clarifying that I will be remunerated in accordance with the applicable statutory instrument.

Work rights and qualifications

4. I must be an Australian Resident and/or hold a visa permitting me to work in Australia.
5. I must be free of restrictions that may affect my eligibility to work in Australia.
6. I am required to notify OnSite of any change in my working rights.
7. Where my duties require, I hold a valid license or qualification (ticket), I will disclose to OnSite any information which may affect the status or validity of the ticket (e.g. loss or expiration of a license).

Restraint

8. I will not seek or accept an offer of casual or permanent employment with a client, (or a client's labour-hire supplier), with which I am undertaking a client assignment or have completed a client assignment within the past six (6) months, unless by prior written agreement with OnSite.
9. Should I be approached by a client, or a client's labour-hire supplier, with an offer of casual or permanent employment, I shall notify OnSite immediately.

Superannuation

10. OnSite shall make superannuation contributions on my behalf in accordance with statutory requirements.
11. I shall be able to elect a compliant fund into which OnSite shall make superannuation contributions. Where I do not elect a fund, OnSite shall make the contributions into an OnSite nominated fund.

Timesheets & Payment of Wages

12. I shall be paid weekly, provided I submit to OnSite a correctly completed timesheet for the relevant week that has been authorised by my supervisor/manager at the client assignment. I understand that my rate of pay for each client assignment is inclusive of a 25% casual loading. The casual loading is paid to compensate me for certain entitlements under the National Employment Standards in the Fair Work Act 2009 (Cth) to which casual employees are not entitled (including those specified at clause 4).
13. I will immediately notify OnSite if my account into which my wage is paid is closed or transferred to another branch, bank, building society or credit union.
14. I understand and agree that OnSite is not responsible for the incorrect allocations of the payment of wages by the bank, building society or credit union or as a result of your nomination of an incorrect account.

Policies and Procedures

15. I will comply with OnSite's, and the client's, policies and procedures as are in place and as are amended from time to time. However, the policies and procedures do not form part of this or any other employment contract.
16. In the event of an inconsistency between the policies and procedures of the client and OnSite, I am to comply with the policies and procedures as directed by OnSite.

Confidentiality

17. During or at any time after my employment with OnSite, I will not use or disclose to any person any confidential information (being information of or relating to OnSite or a client from a client assignment on which I am placed, or any of their customers or clients or suppliers, or any person whose confidential information I access or obtain as a result of my employment or a client assignment) and I will use my best endeavours to prevent the use or disclosure of that information by a third party, except as authorised by OnSite or the client, where applicable.
18. Upon completion of a client assignment or upon request by the client or OnSite, I will return to OnSite or to the client, as applicable, all material(s) and information relating in any way to the business or affairs of OnSite or the client, as applicable.
19. Should I accept an offer of casual or permanent employment with a client at any stage, I will not disclose any of OnSite's confidential information or any other information relating to OnSite's operations under any circumstance.

Workers Compensation & OH&S

20. I will disclose all pre-existing injuries/illnesses which could be affected by the nature of my employment with OnSite, including during the course of any client assignment. In the event that I sustain an injury/illness during, or as a result of, a client assignment, I shall advise OnSite immediately or at the earliest possible time.
21. I will update OnSite's written health questionnaire on a regular basis as requested, in order to ensure my health and safety while on assignment. I agree to undergoing regular medical checks by a doctor appointed by OnSite to assess my fitness for work if requested.

Termination of employment

22. OnSite may terminate my employment at any time by giving me one (1) hours' notice, unless otherwise advised.
23. Notwithstanding the above, OnSite reserves the right to dismiss me immediately in the event of serious misconduct or for any other reason that enables summary dismissal at law.
24. Upon the termination of my employment I agree that OnSite may withhold any amounts I owe to OnSite from any payment due to me on the termination of my employment.

Non-compliance

25. Failure to comply with any of these terms or conditions may result in disciplinary measures being taken against me (including termination of employment).

Police Checks

26. I agree that if requested by OnSite and/or a client at any time to provide a police check as a condition of being offered employment, or work under a client assignment.
27. I understand that if I fail to disclose, when requested, the existence of a relevant criminal offence, or charges pending, this will be a ground for the summary termination of my employment.

Variation

28. Any variation to this document will be of no force and effect unless it is reduced in writing and signed by me and OnSite.

Severability

29. If any term, clause, sub-clause, agreement or condition or the application of this document is or becomes illegal invalid or unenforceable it will be severed and none of the remaining terms, agreements, conditions or applications will be affected.

Governing Law

30. This document is governed by the laws of the State or Territory in which I am based.

Declaration and Consent

I understand and accept these terms and conditions together with any subsequent directions and requirements of OnSite and/or a client with which I am placed on a client assignment.

I declare that the information I have provided in applying for, accepting and undertaking employment with OnSite is true and correct.

I consent to OnSite conducting the necessary reference checks and using and disclosing any relevant information for the purpose of facilitating a client assignment.

Employee Name (PLEASE PRINT)

Employee Signature

Date (DD/MM/YY)

*By completing and submitting this Temporary & Contract Employment Agreement online, you agree to the terms above.

Contact Us

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