

# Troop Employment Employee On-Hire Agreement

## Details

### Background

Troop Employment and the Client enter into this Agreement to set out the terms and conditions upon which Troop Employment will supply Staff to the Client.

### Terms & Conditions

#### 1. Interpretation

##### 1.1. Definitions

In this Agreement:

- (a) terms that are defined in the Details have the same meaning given to them in the Details; and
- (b) **Details** means the Details set out at the front of this Agreement;
- (c) **GST** means goods and services tax within the meaning of *A New Tax System (Goods and Services Tax) Act 1999*;
- (d) **party** means either Troop Employment or the Client (depending on the context) and **parties** means both of them;
- (e) **Rate** means the aggregate of the award (or higher agreed) hourly rate of pay for each Staff member engaged by the Client, plus superannuation, leave loading, pro-rata workers' compensation insurance cost, and all other applicable entitlements, levies or costs of employment, as determined by Troop Employment in the case of any disagreement;
- (f) **Services** means the services provided by Troop Employment to the Client under this Agreement;
- (g) **Staff** means one or more of Troop Employment's registered clients

##### 1.2. Interpretation

In this Agreement unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any gender includes a reference to all other genders;
- (c) where an expression is defined, another part of speech or grammatical form of that expression has a

corresponding meaning;

- (d) all monetary amounts are in Australian dollars; and
- (e) headings are inserted for convenience only and do not affect the interpretation of this Agreement.

#### 2. Duration

Troop Employment will provide its membership Services to the Client for the 12-month Term. This Agreement will continue in full force and effect until either party gives the other party 14 days' written notice terminating this Agreement.

#### 3. Booking Staff

The Client must:

- (a) give reasonable notice for booking Staff, and a minimum of four (4) hours' notice of cancellation of such bookings;
- (b) prior to and during the course of the assignment, provide Troop Employment with full and accurate information about the Duties that Staff will be required to perform, and any changes to those Duties or work conditions; and
- (c) comply with any 'minimum shift' obligations applicable to each Staff member under any relevant award, agreement or law.

#### 4. Troop Employment's obligations

Troop Employment must

- (a) use reasonable endeavours to fill Client requirements;

#### 5. Payments

##### 5.1. Rates

The Client acknowledges and agrees that the hourly rate is according to the relevant Award, agreement or law.

- (a) National Minimum Wage from 1 July 2019 \$19.49/hour full-time or part-time
- (b) National Minimum Wage from 1 July 2019 \$24.36/hour casual

#### 6. Types of Employment

- (a) A casual employee is an employee engaged as such and must be paid a casual loading of 25%. The casual loading is paid as compensation for annual leave, unpaid personal/carers leave, notice of termination, redundancy benefits and other entitlements of full time or part time
- (b) A part-time staff member is engaged to work at least 8 and less than 38 ordinary hours per week
- (c) A full-time staff member is engaged to work an average of 38 ordinary hours

per week

#### 6.1. Payments

- (a) The Client is required to pay each staff's wages, penalties and allowances weekly, fortnightly or by agreement by cheque or by electronic funds transfer into the employees nominated bank account

#### 7. **Privacy**

Clients and Staff working with Troop Employment and the online platform must maintain the confidentiality and privacy of information provided by both parties

#### 8. **Insurance**

- (a) The Client must ensure that Staff are covered by compulsory third party and comprehensive motor vehicle, public liability and (if appropriate) professional indemnity insurance while undertaking the Duties.

#### 9. **Safety**

##### 9.1. Shared obligation

The Client acknowledges that (in accordance with its statutory obligations) is responsible for the work health and safety of Staff.

##### 9.2. Client obligations

The Client must:

- (a) cooperate on matters of work health and safety;
- (b) maintain a safe work environment and safe systems of work, comply with safety standards and maintain all plant and equipment;
- (c) communicate safe work procedures to the Staff and provide any necessary inductions, personal protective equipment and/or clothing;
- (d) immediately inform Staff of any new, unusual or additional risk or practice, change in risk control measures, site or working conditions that may present a hazard to Staff;
- (e) not instruct or permit Staff to perform any work or use any equipment with which they are unfamiliar, and must at all times properly instruct, supervise and direct Staff and the Client's other employees;
- (f) not delegate any control, influence or direction of Staff to a third party; and
- (g) ensure compliance with all applicable work health and safety laws and regulations.

Troop Employment may immediately remove Staff from the Client if Troop Employment forms the view that the Client has failed to

comply with any of its obligations under this clause.

#### 10. **Release and indemnity**

- (a) To the maximum extent permitted by law, Troop Employment is not liable to the Client or any person claiming through the Client for any and all actions, claims, demands, suits, proceedings, liabilities, sums of money, damages and costs arising from or relating to (whether directly or indirectly) this Agreement (**Claim**).
- (b) The Client releases Troop Employment from and indemnifies Troop Employment against any claim or any award of compensation or other remedy arising from or in relation to any Claim made by any person in connection with this Agreement, including any costs, on a solicitor-own client basis, of or associated with the defence of any such Claim or the enforcement of the terms of this Agreement in relation to any such Claim;

#### 11. **Default & termination**

##### 11.1. Event of Default

It is an Event of Default, whether or not it is within the control of any party, if:

- (a) **material breach:**
  - (i) any party breaches any material obligation under this Agreement;
  - (ii) the other party gives written notice of the breach to the party; and
  - (iii) the party in default does not remedy the breach within 14 days after the date of the notice; or
- (b) **ceasing business:** any party ceases or threatens to cease to carry on business.

##### 11.2. Effect of Event of Default

If an Event of Default occurs and is not remedied within a reasonable time, or is not capable of being remedied, the non-defaulting party may terminate this Agreement by notice in writing.

##### 11.3. Effect of termination

The termination of this Agreement:

- (a) generally, or
  - (b) in respect of a party,
- does not prejudice rights which have accrued

to a party before that termination.

## **12. Confidentiality**

### **12.1. Confidentiality obligations**

Subject to clauses 12.2 and 12.3, each party must treat as confidential, and keep confidential, all information, in whatever form, provided to it by or on behalf of the other party relating to:

- (a) this Agreement;
- (b) the negotiations relating to this Agreement; or
- (c) the other party or its business.

### **12.2. Permitted disclosures**

Neither party may disclose Confidential Information provided to it by the other party other than:

- (a) to its offices, employees (on a need to know basis), legal advisers and financial advisers;
- (b) without the prior consent of the other party;
- (c) to the extent required by Law or the rules of any applicable stock exchange, or any applicable

accounting standards or ordered by any Court, after having, to the extent practicable, consulted with the other party with a view to agreeing the form, content, timing and manner of the disclosure.

### **12.3. Use of Confidential Information**

A party may use Confidential Information for a purpose relevant to the provision of the Services only, and accordingly, not for any other purpose.

## **13. Governing Law**

The laws of the State of Victoria apply to this Agreement

## **14. Supporting Documents and Links**

[Fair Work Information Statement](#)  
[Pay Calculator – Fair Work](#)  
[Worksafe Victoria - Hospitality](#)  
[Restaurant Industry Award 2010 MA000119](#)  
[Fast Food Industry Award 2010 AM000003](#)  
[Wine Industry Award 2010 MA000090](#)  
[Racing Clubs Events Award 2010 MA000013](#)  
[Hospitality Industry \(General\) Award 2010 MA000009](#)