# Parties s Agreement Purpose

This agreement is between:

Harvey Peyton Summer PTY LTD (ABN: 684 360 843) trading as H Heys Industries ("HPS"), and (Host employer company name and ABN)

HPS agrees to provide labour hire services (Candidates) to the Host Employer on the terms below.

# Term s Scope

This agreement commences on the date signed and continues until terminated in

accordance with Clause 8. It applies to all assignments or placements of Candidates requested by the Host Employer.

# Candidate Requests s Engagement

* + The Host Employer must communicate a job description if required to do so
  + HPS will propose suitable Candidates within 5 business days.
  + Assignments have a minimum hire period of 4 hours.
  + The Host Employer is responsible for training and supervision during assignments.

# Responsibilities

HPS will:

Confirm qualifications, licences, and conduct checks as reasonably required. Pay Candidates directly, including superannuation and statutory entitlements. The Host Employer will:

Ensure safe working conditions and comply with all WHS laws. Provide site induction and supervision.

Not reassign Candidates to third parties without permission of HPS

# Fees s Payment

* + Rates and terms will be detailed in the Order Form.
  + Invoices are issued weekly and payable within 30 calendar days.
  + Late payments may attract 12% p.a. interest and may result in suspended services.
  + A 32.5% markup applies to labour hire. After 750 hours, the Candidate may be transferred at no charge.

# Candidate Issues s Replacement

* + If a Candidate is unsuitable, the Host Employer must notify HPS as soon as possible
  + HPS will use reasonable efforts to provide a replacement.
  + For permanent placements, a 13-week replacement guarantee applies if terms are met.

# Insurance s Liability

* + HPS will maintain workers' compensation and public liability insurance.
  + The Host Employer must maintain public liability insurance covering Candidates.
  + HPS is not liable for acts or omissions of Candidates once on assignment.

# Termination

Either party may terminate this agreement with 30 days' written notice. Immediate termination is allowed for insolvency or serious breach.

# G. Disputes

Parties must attempt to resolve disputes in good faith within 14 days before legal action.

# Confidentiality s Restraint

* + Both parties must keep confidential information secure.
  + The Host Employer agrees not to engage Candidates directly (or via related entities) for 6 months post-assignment without written consent from HPS.

Signatures

Signed for and on behalf of:

Heys Industries Pty Ltd Name: Signature:

Date:

(write the host employer company name here) Name: Signature:

Date: