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# **KISS Recruitment Temporary Terms & Conditions**

**Date**

**Between**  
KISS Recruitment

**And**

## 1. Definitions

1.1 In this Agreement:

“**assignment(s)**” means placement as one of our employees to perform work for one of our clients on an on-hire basis as described in any job description that we may provide to you and as may be varied by us from time to time;

“**misconduct**” includes dishonesty, fraud on us or our clients and any harassment of our employees or our clients;

“**us**”, “**our**”, “**ourselves**” or “**we**” refers to KISS Recruitment, that company so far as the context may require;

“**our register**” means the register of people looking for work with us;

“**you**” or “**your**” refers to the registrant.

## 2. Application

2.1 This agreement will apply after you have filled in one of our registration forms and requested that we arrange assignments for you. You will be deemed to have accepted the terms of this agreement, regardless of whether you have signed it, if you accept an assignment with us after having received a copy of the agreement.

2.2 If the provisions of any Act, regulation, award, industrial instrument, order or common rule declaration apply to any employment entered into in accordance with this agreement; the same, so far as is permissible at law, are not to be implied or imported into this agreement or any contract of employment entered into in accordance with this agreement, but may apply to such employment separately and of their own force.

2.3 If the provisions of any Act, regulation, award, industrial instrument, order or common rule declaration requires the payment or grant to you of any amount by of wages, penalties, allowances, contribution, or other entitlement whatsoever, whether financial or non-financial in nature, the same will, to the maximum extent permitted by law, be absorbed in and set off against the rates, entitlements and benefits set out in the job description that applies to your employment.

2.4 We will provide you with details regarding:

- (a) your employment status;
- (b) wages and payment;
- (c) specific functions and duties;
- (d) hours of work;
- (e) leave entitlements;
- (f) superannuation contributions;
- (g) any other matter required to be advised to you before commencing work

in a job description at the time of offering an assignment.

## 3. Responsibilities

3.1 After you have met with one of our consultants we will place you on our register.

3.2 You will keep us advised of changes to your personal details.

3.3 We will keep you on our register unless:

- (a) we don't hear from you for 3 months;
- (b) you advise us you are no longer interested in seeking work;
- (c) your registration with any relevant registration or licensing authority has expired or a current copy is not on our file; or
- (d) we receive substantiated report(s) of unsatisfactory work performance or conduct;

in which case we may remove you from our register.

3.4 When one of our clients requests that we provide an employee to perform an assignment, we will consider whether you are suitable to do the type of work requested, provided that you have called us weekly to let us know that you want work and that you are available for work.

3.5 If we consider that you may be suitable we, may offer to employ you to undertake the assignment.

3.6 If you have told us that you are available for a particular period, you must make every reasonable effort to ensure that you remain available to accept an offer of an assignment in that period.

### Contract of Employment

3.7 Neither your registration with us, nor anything contained in this agreement, creates any relationship of employment. However, each time that you accept an assignment, you will be entering into a new contract of employment with us. The terms of those contracts will include the terms that apply to assignments as set out in clauses 2.2, 2.3, 3.8, 4, and 7 of this agreement together with such other terms as may be agreed at that time.

3.8 You warrant that:

- (a) you possess the skills, experience and qualifications set out in any resume provided to us or forms you complete, in connection with your registration;
- (b) you are lawfully entitled to work in Australia;
- (c) you will ensure that any relevant registration, licence or accreditation is renewed regularly and copied to us, (if applicable and provided you still want work with us);
- (d) you will ensure (if you are working for us or still want work with us) that you have obtained satisfactory professional indemnity insurance (if

required by us) and send us evidence before commencing work;

- (e) your level of health and fitness is suitable for the performance of the genuine occupational requirements of work of the type that you are seeking and of any assignment that you accept;
  - (f) you will not attend work if:
    - (i) your ability to function effectively and safely is limited; or
    - (ii) it reasonably appears that the working environment is or has become unsafe for any reason, including that the Client:
      - has not established safe work procedures; or
      - is not complying with safety standards; or
      - is not maintaining plant and equipment; or
      - is not complying with any health or safety legislation or regulations
  - (g) you will advise us with as much notice as is reasonably practicable if you are or become limited in your capacity or unable to work for any reason including but not limited to: other unavoidable commitment, il-legality, injury, illness, substance intake, or fatigue or as a result of circumstances arising under sub-paragraph (f)(ii);
  - (h) unless absent through illness or involuntary injury, you will give as much of your time and attention to the performance of the assignment, as reasonably possible during your work hours;
  - (i) you will complete any assignment accepted by you, unless you obtain our consent not to complete an assignment. We will not unreasonably withhold our consent;
  - (j) you will comply in every respect with our directions, working methods, policies, procedures, guidelines and standards as issued and updated from time to time, which you acknowledge take effect as orders given by us to you in the course of your employment by us which we may change, and not as mutually enforceable obligations;
  - (k) you will follow the lawful and reasonable directions of the client in respect of which you have accepted an assignment;
  - (l) you will complete time sheets required by the client;
- ### Occupational Health and Safety
- (m) you will work with due care and diligence and without negligence;
  - (n) you will use your best skill and judgment;
  - (o) you will observe safe work practices;

- (p) you will work in accordance with relevant standards/competencies;
- (q) you will abide by all laws relevant to the assignment;
- (r) you will abide by legislation and workplace policies in relation to: Workplace Health and Safety, Discrimination, Equal Opportunity and Ethical conduct;
- (s) you will advise us of any injuries you suffer or incidents in which you are involved whilst on an assignment and in which someone is injured or suffers any loss as soon as possible and complete an incident report if requested by us;

**Overtime**

- (t) you will inform us if a client asks you to work any shift additional to those in your job description;
- (u) you will not accept casual or part time work offered to you directly by one of our clients with whom you have worked, but will refer the client to us in the event that any such offer is made;

**Confidentiality and Intellectual property**

- (v) maintain the confidentiality and privacy of information coming into your possession from whatever source to the extent consistent with the proper performance of your duty to act in our best interests;

**Keeping us updated**

- (w) you will be responsible for informing us in writing of any administrative matters needing our attention such as incremental pay increase, change in circumstances that may affect your employment status or classification, authority to release information to third parties, changes to personal information Any change will only be effective from the date of receipt or first ordinary business day thereafter;
- (x) you will attend our office punctually and at your own cost whenever reasonably required to do so;
- (y) you will give us seven (7) days notice in writing of any intention to terminate your registration with us and will thereupon return any of our property which you hold;

**4. Termination of Assignments**

4.1 We can terminate your employment on an assignment and/or terminate this agreement on such minimum notice (if any) as may be required by law, or, so far as may be permitted, by payment in lieu of notice, for reasons that include but are not limited to:

- (a) any material breach of the rights and obligations that apply to assignments;
- (b) your being charged with any criminal offence or involvement in any conduct which is unprofessional or breaches any of our rules or standards in relation to ethical behaviour and which, in our reasonable opinion brings you or us into serious disrepute;
- (c) misconduct;
- (d) your lawful exclusion from your worksite whether by reason of industrial action, civil commotion or unrest, equipment breakdown, any other stoppage of work for which we are not responsible or any other reason whatsoever.

**5. Personal Information**

5.1 You acknowledge that in order to assess your suitability to perform assignments, we may need to collect, use and disclose personal information about you. Personal information is any information, or an opinion (whether true or not), about you and may range from the sensitive (e.g. your medical history or condition) to the everyday (e.g. your address and telephone number). It would include the opinions of others about your work performance, or work experience and qualifications, aptitude test results, and any other relevant information obtained by us in connection with your possible work placement.

5.2 You agree that you will not hold us, our directors, officers and consultants, or any third party (including a referee, former employer, client or potential client) liable for any detriment that might arise from the collection, use or disclosure of your personal information.

5.3 Your acknowledgments and agreements, however, do not apply:

- (a) to personal information that is not necessary for one or more of our functions or activities; or
- (b) for the benefit of any person who collects, uses or discloses your personal information otherwise than in good faith.

5.4 You authorise us to communicate the details of your acknowledgments and agreements about your personal information to any third party to whom they may relate, acknowledging that we, our consultants, and such third parties might rely upon those acknowledgments and agreements and are entitled to act upon them.

**6. Exclusions**

6.1 To the full extent that the law allows, this agreement is not affected by any term that is not expressly contained within it.

6.2 Subject to clause 6.3, we will not be liable to you in respect of any damage, loss or injury of whatsoever nature, howsoever caused, whether by our negligence, or the acts, errors or omissions of our consultants, which may be suffered, whether directly or indirectly, in respect of any services that we may provide pursuant to this agreement.

6.3 Where any Act of Parliament implies in this agreement any term or voids or prohibits provisions in a contract that exclude, restrict or modify the application of the provisions of that term; the exercise of a right conferred by the provisions of that Act; or any liability for a breach of such a term, such term will be deemed to be contained in this agreement. However, our liability for any breach of such a term will be limited, at our option, to any one of the following:

- (a) providing the services again; or
- (b) paying the costs of having the services provided again.

**7. No Waiver**

7.1 Failure or omission by us at any time to enforce or require strict or timely compliance with any provision of this agreement or of assignments will not affect or impair that provision in any way or any remedies we may have in respect of any breach of any such provision.

**8. Governing Law**

8.1 This agreement will be governed by, construed and take effect in accordance with the laws in force in NSW and the parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in NSW.

**Executed as an Agreement.**

**SIGNED** for and on behalf of KISS RECRUITMENT ABN 981 185 818 29 )  
 this day of 2007 )  
 in the presence of: )

**SIGNED** by the Registrant )  
 this day of 2007 )  
 in the presence of: )