



HOST AGREEMENT

| | |
|---------------------|---|
| STREET ADDRESS: | 2 Palings Court Nerang QLD 4211 |
| POSTAL ADDRESS: | PO Box 950 Nerang Post Shop QLD 4211 |
| TELEPHONE: | 13 30 24 |
| FACSIMILE: | 07 5502 2368 |
| EMAIL: | admin@sesat.com.au payroll@sesat.com.au |
| EMPLOYMENT OFFICER: | |

Office Use Only

| | | |
|--|------------|--|
| Host Company File Name: | | |
| Host Company File Number: | | |
| Agreement Approved, Processed & Entered By: | Name: | |
| | Signature: | |
| | Date: | |

HOST AGREEMENT – APPRENTICES AND TRAINEES

| | | | |
|---|---|--|--|
| CLIENT LEGAL NAME: | | | |
| NAME OF TRUSTEE: (If the Legal Entity is a Trust) | | | |
| TRADING NAME: | | | |
| INVOICE TO: | | CLIENT ABN: | |
| BUSINESS TYPE: | | CLIENT ACN: | |
| STREET ADDRESS: | | | |
| POSTAL ADDRESS: | | | |
| CONTACT: | | EMAIL: | |
| MOBILE: | | LANDLINE: | |
| ACCOUNTS CONTACT: | | ACCOUNTS EMAIL: | |
| ACCOUNTS MOBILE: | | ACCOUNTS LANDLINE: | |
| INDUSTRY AWARD / EBA | <i>(if EBA / Workplace Agreement – please provide a copy)</i> | | |
| PUBLIC LIABILITY POLICY NO: | | Trade Licence No. (if applicable) | |

STANDARD HOURS WORKED

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | WILL THE APPRENTICE(S) / TRAINEE(S) HOSTED ACCRUE RDO'S? |
|--------|---------|-----------|----------|--------|--|
| | | | | | |

DIRECTORS | PARTNERS | SOLE TRADER DETAILS

| FULL NAME | DOB | CURRENT ADDRESS | PREVIOUS ADDRESS |
|-----------|-----|-----------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Executed by the Parties as an agreement:

EXECUTED BY THE HOST:

I, the undersigned, acknowledge that I am authorised to sign on behalf of the Host and agree that the Host agrees to be bound by the terms and conditions set forth in this agreement, its schedules and the SES Host Information Booklet, which I confirm is attached and I have sighted.

| | | | |
|-------------------------|---------------|------------------------------|----------------|
| Name: | | Signature: | |
| Position: | | Date: | |
| Name of Witness: | | Signature of Witness: | |
| Email: | | Date: | |
| Contact Details: | Phone: | Fax: | Mobile: |

EXECUTED BY SMART EMPLOYMENT SOLUTIONS LTD:

| | | | |
|-------------------------|--|------------------------------|--|
| Name: | | Position: | |
| Signature: | | Date: | |
| Name of Witness: | | Signature of Witness: | |

| DIRECT DEBIT AUTHORISATION | | | |
|--|---|------------------------|--|
| I/We | | | |
| | (Name of Host giving DDA) | | |
| Authorise | Smart Employment Solutions Ltd – APCA User ID No. 479646 | | |
| To | Arrange for funds to be debited from my/our account at the Financial Institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS) | | |
| Name of Financial Institution: | | Account Name: | |
| BSB Number: | / / - / / | Account Number: | |
| Branch: | | | |
| Signed by Authorised Account Holder: | | Date: | |
| Position: | | | |
| Signed by Second Authorised Account Holder (if applicable): | | Date: | |
| Position: | | | |

TERMS AND CONDITIONS – CLIENT AGREEMENT

Smart Employment Solutions Ltd – A.C.N. 067 508 338 – (herein “SES”) and the Client upon commencement of this Agreement shall hire Apprentices and Trainees to the Client upon the following terms and conditions.

The Client agrees to be bound by the terms and conditions as set out in this Agreement as well as the conditions set out in the “SES Host Information Booklet”. By executing this Agreement the Client confirms receipt of the “SES Host Information Booklet” and acknowledges that this booklet forms part of the conditions of hiring an apprentice or trainee from Smart Employment Solutions.

The Client warrants the continuing truth of the answers provided in this agreement as to whether it operates under an EBA, Certified or Collective Agreement and further acknowledges that SES may recover as damages against it or further monies which SES may be obliged to pay any Apprentice / Trainee if there is a breach of this warranty.

Apprentice or Trainee means every Apprentice or Trainee hired to the Client under this Agreement.

GENERAL

All Trainees / Apprentices (herein Apprentices) are the legal employees of Smart Employment Solutions Ltd.

The Client agrees that it will not attempt to directly or indirectly employ a contracted Trainee/Apprentice during the term of the Apprenticeship, nor any person introduced to the organisation by a representative of SES.

In the event of the Client breaching this condition they accept liability for the payment of expenses for reimbursement to SES. This shall be calculated at the rate of 20% of the gross annual income for the equivalent Apprentice position.

This Agreement permits only the hiring of apprentices and trainees to the Client. Hiring, lending or placing of SES apprentices and/or Trainees to a third party is strictly prohibited. If this provision is breached then the Client accepts responsibility for reimbursing SES for costs involved.

TRADING TERMS

Apprentices / Trainees are to be treated the same as permanent employees of the Client during the term of the assignment, and as a minimum **MUST be paid the appropriate award wage for a full working week (36 or 38 hours [as per the applicable instrument], part-time minimum of 15**

hours), regardless of the total hours worked.

The Client will provide a training placement of ideally **three (3) months**, this will ensure that apprentices have every opportunity to consolidate their on the job training and experience gained in the workplace. This stability of placement is critical to competency and the ultimate creation of quality tradespersons.

INVOICING:

SES will invoice the Client weekly for Apprentice / Trainee wages and on costs by reference to an hourly rate and any other amount payable (“invoice”). Terms of the invoice are that it is **payable upon receipt** as wages and costs have already been paid to the Apprentice / Trainee. Failure by the Client to keep the account within terms will result in interest being charged at the rate of 9% calculated weekly on total overdue balances.

On Costs may include:

- Annual Leave and Annual Leave Loading
- College Attendance
- Sick Leave
- Workers Compensation
- Public Holidays (single time)
- Superannuation
- Any other entitlements or allowances associated with the relevant industrial instrument.

“Payable upon Receipt” means the INVOICE AMOUNT IS TO BE PAID TO SES NO LATER THAN SEVEN (7) DAYS FROM THE DATE APPEARING ON THE INVOICE.

For further details please refer to “SES Host Information Booklet” provided.

I/We, hereby charge in favour of Smart Employment Solutions all of our estate and interests in any land or any assets whether tangible or intangible, freehold or leasehold, in which I/We now have any legal or beneficial interest or I/We later acquire any such interest, with payment of all monies owed by the Customer to the Company. I/We shall, upon demand, execute such documents in registrable form, or do such things that the company requests to give better or further effect to the security granted by Me/Us, to Smart Employment Solutions, and I/We consent to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or caveatable property. In the event that I/We should neglect or fail to deliver the requested instrument of security or consent, I/We hereby appoint the Company to be our/my lawful attorney for the purposes of executing and registering such instruments.

Should it become necessary, via Smart Employment Solutions, to incur any other expenses including such expenses to any debt collection agencies, or solicitor or legal costs on an indemnity or solicitor-client basis in obtaining or attempting to obtain payment for any payment due by the customer, the customer shall be liable for all such expenses.

The customer acknowledges that those expenses may be calculated on a commission basis on a percentage rate of 25% of the amount due and expressly agrees to pay these expenses irrespective of the amount of work actually performed by any debt collection agency. The legal fees shall be calculated at \$440.00 per hour inclusive of GST.

WET DAYS:

Payment of Wet Days (Construction Trade Apprentices Only) - For details please refer to “SES Host Information Booklet” provided.

CLIENT RESPONSIBILITIES, TRAINING AND SUPERVISION

The Client acknowledges that the purpose of SES hiring the Apprentice / Trainee to the Client is for the Client to train and supervise the Apprentice /Trainee. From the time that SES Apprentices/Trainees report to the Client for their duties they are under the Client’s **DUTY OF CARE, CONTROL AND SUPERVISION** for the duration of that assignment. In these circumstances the Client agrees that SES will not be liable to the Client in respect of any damage, loss or injury of whatsoever nature or kind, however caused, whether by negligence on the part of SES or the negligence of one of its workers, its servants or agents or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under these conditions of assignment.

The Client undertakes to properly train the Apprentice / Trainee in accordance with the Training Contract. The Client undertakes to properly supervise the Apprentice / Trainee, and will ensure all persons training and/or supervising the Apprentice/Trainee are properly and appropriately qualified.

For further details please refer to “SES Host Information Booklet” provided.

Terms and Conditions continued over page...

WORKPLACE HEALTH AND SAFETY

The Client certifies that it will ensure the workplace health and safety of the Apprentice/Trainee in the conduct of the Client's business. The Client further certifies that it has a current Workplace Health and Safety Policy in effect in their workplace and that the procedures contained in that policy are adhered to in their workplace. The Client certifies that it will provide the apprentice/trainee with an appropriate workplace specific safety induction course prior to the apprentice/trainee commencing work.

Further, the Client agrees to facilitate and comply with the checklists and processes outlined in the "SES Host Information Booklet" and that it will provide the apprentice/trainee that it hosts under this agreement with a safe workplace and will fulfil its duties under the Work Health & Safety Act 2011 – including duties to its workers that it directs and its duties to consult and continue to consult with SES as required by the legislation about matters affecting apprentices/trainees it hosts under this agreement.

Under this Agreement no apprentice/trainee hired by the Client from SES can undertake any work that is not in strict compliance with all the requirements of the Work Health and Safety Act 2011. Some of the areas where SES apprentices/trainees cannot be used or involved in include:

- Tools that are not in good and safe condition
- Working with tools and equipment for which the apprentice/trainee has not been trained in the use of
- Workplace areas that are not safe work environments
- Frayed or defective electrical leads, broken plugs, sockets or switches
- Electrical equipment that has not been safety tagged
- Working with heights where all proper safety precautions and scaffolds are not in place
- Working with hazardous materials without proper safety equipment and proven training

in the use of the hazardous material

- Working with machinery that has had safety guards removed
- Apprentices/trainees are required at all times to wear protective safety equipment when it is a requirement of the position.

For further details please refer to "SES Host Information Booklet" provided.

RISKS, INSURANCES AND DISCLAIMER

The Client assumes all risks and liabilities for and in respect of the apprentice/trainee and for injuries to or death of such persons, and damage to property howsoever arising from the acts or omissions of the apprentices/trainees. SES will cover Workers Compensation for all apprentices/trainees and requires the Client's WorkCover Industry Classification (WIC) code. **The Client must notify SES immediately of Workplace accidents.**

Workers Compensation – for details, please refer to "SES Host Information Booklet" provided.

TERMINATION

SES may terminate this agreement at any time without notice by withdrawing the apprentices/trainees. This clause does not limit SES's right to seek any other remedies available at law.

The Client may terminate this agreement by giving ten (10) days notice in writing to enable the arrangement of the next suitable training venue and to ensure continuity of employment. During the period of notice, the Client remains liable for the continued employment of the apprentice/trainee and payment of wages and on-costs. **Should the Client not wish the apprentice/trainee to remain on the premises, SES has the right to invoice the Client for the period up to ten (10) days.**

GUARANTEE AND DIRECT DEBIT AUTHORISATION

To support this agreement, the Client will provide a Director or Personal Guarantee in the form as set out in this agreement - this guarantee provides that all invoices raised under this agreement will be honoured.

The Client also provides SES with a written authority – authority contained within this agreement – to deduct weekly invoiced amounts via direct debit from the bank account nominated in that authority.

MISCELLANEOUS

1. This agreement shall be governed by and construed in accordance with the laws of the State of Queensland. The parties submit to the jurisdiction of the courts of the State of Queensland.
2. Everything the parties have agreed on in relation to the subject matter of this agreement is contained in this document.
3. If any provision of this agreement is unenforceable, illegal or void or makes this agreement or any part of it unenforceable, illegal or void, then that provision is severed and the rest of the agreement remains in force.
4. Time is of the essence of this agreement.
5. This agreement:
 - Is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement;
 - Supersedes any prior agreement or understanding or anything connected with that subject matter
6. Any amendment or variation to this agreement is not effective unless it is in writing and signed by both parties.
7. SES has policies on equal opportunity, workplace harassment and grievance procedures. The Client will comply with those policies as amended by SES from time to time.

Checklists to be completed for Apprentices and Trainees
Checklist 1 - To be completed prior to the start of Apprentice / Trainee

| WORKPLACE HEALTH & SAFETY QUESTIONNAIRE | Remarks | JOB SAFETY DOCUMENTATION – SIGHT CHECK BY SES | | Sighted by SES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------|--|--|----------------|--|---------------|----------------|-------|--|--|-------|--|--|-------|--|--|-------|--|--|-------|--|--|-------|--|--|-------|--|--|-------|--|--|-------|--|--|
| Number of Employees. | | <u>Hazard Identification, Risk Assessment and Control</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Have you ever employed or hosted apprentices before? | | Documentation that the Client ensures that hazards are identified, risks assessed, control measures implemented and then monitored and reviewed for effectiveness | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you understand and acknowledge your WPH&S obligations as detailed in the Client Agreement? | | <u>Safe Work Method Statements if applicable</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you have appropriate work safety plans or work method statements? Please refer to list detailed to the right. | | <table border="1"> <thead> <tr> <th data-bbox="922 589 1150 618"></th> <th data-bbox="1150 589 1334 618">Copy Supplied</th> <th data-bbox="1334 589 1520 618">Sighted by SES</th> </tr> </thead> <tbody> <tr> <td data-bbox="922 663 1150 701">Date:</td> <td data-bbox="1150 663 1334 701"></td> <td data-bbox="1334 663 1520 701"></td> </tr> <tr> <td data-bbox="922 745 1150 784">Date:</td> <td data-bbox="1150 745 1334 784"></td> <td data-bbox="1334 745 1520 784"></td> </tr> <tr> <td data-bbox="922 828 1150 866">Date:</td> <td data-bbox="1150 828 1334 866"></td> <td data-bbox="1334 828 1520 866"></td> </tr> <tr> <td data-bbox="922 911 1150 949">Date:</td> <td data-bbox="1150 911 1334 949"></td> <td data-bbox="1334 911 1520 949"></td> </tr> <tr> <td data-bbox="922 994 1150 1032">Date:</td> <td data-bbox="1150 994 1334 1032"></td> <td data-bbox="1334 994 1520 1032"></td> </tr> <tr> <td data-bbox="922 1077 1150 1115">Date:</td> <td data-bbox="1150 1077 1334 1115"></td> <td data-bbox="1334 1077 1520 1115"></td> </tr> <tr> <td data-bbox="922 1160 1150 1198">Date:</td> <td data-bbox="1150 1160 1334 1198"></td> <td data-bbox="1334 1160 1520 1198"></td> </tr> <tr> <td data-bbox="922 1243 1150 1281">Date:</td> <td data-bbox="1150 1243 1334 1281"></td> <td data-bbox="1334 1243 1520 1281"></td> </tr> <tr> <td data-bbox="922 1326 1150 1364">Date:</td> <td data-bbox="1150 1326 1334 1364"></td> <td data-bbox="1334 1326 1520 1364"></td> </tr> </tbody> </table> | | | | Copy Supplied | Sighted by SES | Date: | | | Date: | | | Date: | | | Date: | | | Date: | | | Date: | | | Date: | | | Date: | | | Date: | | |
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| Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you have a Workplace Health & Safety Committee or Health & Safety Representative? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you provide new workers with WPH&S Inductions? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you provide instruction on the use of tools and equipment used on your worksite? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Will the apprentice knowingly be exposed to specific risks? (e.g. Asbestos, working at height, unguarded plant, hazardous materials). Please refer to list detailed to the right. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you keep a hazardous substance register? (e.g. flammable material, acid, petrochemicals and silicone). Please refer the list detailed to the right. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Is there a nominated first aid person on site? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you require WPH&S assistance? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do you regularly hold WPH&S meetings for your workers? (e.g. tool box / safety meetings, general safety discussions daily / weekly). We may review minutes of meetings. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Workplace registered with respective State WorkCover or Workplace Health and Safety Authority under the provisions of such legislation? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Will the apprentice be supervised at all times? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Construction Occupational Health & Safety Card Number (if applicable):</p> <p>.....</p> <p>I, declare that I have personally completed this checklist with a Smart Employments Solutions representative, and at the time of signing this declaration I am fully aware of my obligations (stated above) to adopt safe working procedures and to provide a safe working environment.</p> <p>Signed for the Client: _____ Date: _____</p> <p>Trading Name of the Client: _____</p> <p>Signed for SES: _____ Date: _____</p> | | Incident Reporting Register and Documentation: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Suitable First Aid Kits Available | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Is there an emergency evacuation procedure which is displayed in the workplace? (If Applicable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Other - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

DIRECTORS/PERSONAL GUARANTEE

In consideration of Smart Employment Solutions Ltd (the "employer") entering into an Apprenticeship Agreement with

the Directors of the Client Company (the "Guarantors") / Principal(s) of Sole Trading / Partnership namely

as if they were primarily liable under the annexed agreement hereby guarantee:

- 1. The due and punctual payment by the Client Company to the Employer of all existing and future amounts which are or may be owing by the Client Company to the Employer under the said agreement.
- 2. The due and punctual observance and performance by the Client Company of all the terms and conditions expressed or implied in the said agreement.

(a) I/We, hereby charge in favour of Smart Employment Solutions all of our estate and interests in any land or any assets whether tangible or intangible, freehold or leasehold, in which I/We now have any legal or beneficial interest or I/We later acquire any such interest, with payment of all monies owed by the Customer to the Company. I/We shall, upon demand, execute such documents in registrable form, or do such things that the company requests to give better or further effect to the security granted by Me/Us, to Smart Employment Solutions, and I/We consent to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or caveatable property. In the event that I/We should neglect or fail to deliver the requested instrument of security or consent, I/We hereby appoint the Company to be our/my lawful attorney for the purposes of executing and registering such instruments.

Should it become necessary, via Smart Employment Solutions, to incur any other expenses including such expenses to any debt collection agencies, or solicitor or legal costs on an indemnity or solicitor-client basis in obtaining or attempting to obtain payment for any payment due by the customer, the customer shall be liable for all such expenses.

The customer acknowledges that those expenses may be calculated on a commission basis on a percentage rate of 25% of the amount due and expressly agrees to pay these expenses irrespective of the amount of work actually performed by any debt collection agency. The legal fees shall be calculated at \$440.00 per hour inclusive of GST.

3. THE GUARANTORS DECLARE:

- (1) They are fully aware of the terms and conditions of the said agreement.
- (2) Each guarantee herein provided shall be continuing and remain in full force and effect for so long as any monies whatsoever remain owing to the Employer or any obligation of the Client Company remains unperformed under the said agreement.
- (3) All monies payable by the Client Company to the Employer shall be payable forthwith to the Employer upon its making demand to the Guarantors.

4. This guarantee shall not be affected by:

- (a) the giving or granting to any Guarantor of any time credit consideration forbearance or other indulgence
- (b) the release or discharge in whole or in part of any Guarantor from any obligation under the guarantee or said agreement
- (c) the Employer failing or neglecting to exercise or waiving or deferring any of its rights under this guarantee or the said agreement
- (d) any actual or alleged set off counterclaim or other deduction on the part of the Client Company or any Guarantor
- (e) any variation of any term of this guarantee of the said agreement
- (f) the insolvency, demise or incapacity of any Guarantor or the Client Company.

5. The guarantee is given by the Guarantors jointly and severally and shall bind them accordingly and the liability of one shall not be affected if the guarantee is void defective or informal on the part of any other.

DATED the _____ day of _____ 20 _____

| | |
|-------------------------|--|
| Signed by as Guarantor: | |
| Name: | |
| Witnessed by: | |
| Witness Name: | |
| Signed by as Guarantor: | |
| Name: | |
| Witnessed by: | |
| Witness Name: | |



Smart Employment Solutions values the opportunity you have given to our apprentices and trainees. You have made a significant difference in the life of the apprentice or trainee that you have hosted. We would like to take this opportunity to sincerely thank you for your assistance in training Queensland's future.

"All human beings are born with unique gifts. The healthy functioning of our community depends on its capacity to develop each gift."

- Peter Senge -

Ph: 13 30 24