



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	(if EBA / Workplace Agreement – please provide a copy)		
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:	
Witness Name:		Witness Signature:	
Witness Position:		Date:	
Witness Email:		Witness Mobile:	

EXECUTED BY SMART EMPLOYMENT SOLUTIONS LTD:

Name:		Position:	
Signature:		Date:	
Witness Name:		Witness Signature:	

Please provide contact information for the person(s) you would like to nominate to authorise Apprentice/Trainee e-timesheets within DEPUTY (any additional nominees can be emailed to admin@sesat.com.au);

Name	Email	Mobile

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:			

I would like to discuss alternate payment options available.

Please Note: To discuss the alternate payment options Smart Employment Solutions is able to offer, please contact the office on 13 30 24, or email admin@sesat.com.au. Your nominated payment option will be recorded on your client file once selected.

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 Qualified Supervisors.		<u>Hazard Identification, Risk Assessment and Control</u>		
Number of Apprentices on site at present.		Documentation that the Client ensures that hazards are identified, risks assessed, control measures implemented and then monitored and reviewed for effectiveness		
Have you ever employed or hosted apprentices before?				
Do you understand and acknowledge your WPH&S obligations as detailed in the Client Agreement?				
Do you have appropriate work safety plans or work method statements? Please refer to list detailed to the right.		<u>Safe Work Method Statements if applicable</u>		
Do you have a Workplace Health & Safety Committee or Health & Safety Representative?		Date:	Copy Supplied	Sighted by SES
Do you provide new workers with WPH&S Inductions?		Date:		
Do you provide instruction on the use of tools and equipment used on your worksite?		Date:		
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.		Date:		
Do you keep a hazardous substance register? (e.g. flammable material, acid, petrochemicals and silicone). Please refer the list detailed to the right.		Date:		
Is there a nominated first aid person on site?		Date:		
Do you require WPH&S assistance?		Date:		
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.		Date:		
Workplace registered with respective State WorkCover or Workplace Health and Safety Authority under the provisions of such legislation?		Date:		
Will the apprentice be supervised at all times?				
Construction Occupational Health & Safety Card Number (if applicable): 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. Signed for the Client: _____ Date: _____ Trading Name of the Client: _____ Signed for SES: _____ Date: _____		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:	

PLACEMENT ORDER FORM

Host Company Name: _____

Total Number of Apprentices on site & Year Level(s): _____ Number of Qualified Supervisors: _____ Number of Employees Required: _____

Apprentice / Trainee: _____ Full Time / School Based: _____ Adult (21+) / Junior: _____

Min Education Level: _____ Year Level(s) Required: _____

Preferred Start Date: _____ Earliest (Shift) Start Time: _____ Latest (Shift) Finish Time: _____

Are Meal Breaks to be PAID: _____ Is Host Timesheet required in addition to SES e-Timesheet for payroll approval: _____
 (If yes, please provide a copy so we can issue it accordingly)

Best Interview Day(s): _____ Best Interview Time(s): _____

Do you cover the full scope of Industry Qualification?
 If NO, what do you cover:

Essential Requirements and Skills of Trainee / Apprentice:

Duties and Tasks Performed by Trainee / Apprentice:

Additional Comments:

Charge Rate(s) Quoted*:		Oncost Code Quoted: _____			
		1 st Year	2 nd Year	3 rd Year	4 th Year
Ordinary	<i>per hour</i>	\$	\$	\$	\$
Time and a Half	<i>per hour</i>	\$	\$	\$	\$
Double Time	<i>per hour</i>	\$	\$	\$	\$
Travel (incl. Fares if applicable)	<i>per day</i>	\$	\$	\$	\$

*All rates quoted in this document are current at the time of signing, exclusive of GST and subject to change as advised in writing by Smart Employment Solutions.

Client Signature: _____ Date: _____

Print Name: _____

Order taken by: _____ Date: _____

Print Name: _____

Office Use Only;
 Source -

Employment Officer / Host Employer Checklist

Before submitting this document for processing, please ensure the following items have been actioned;

- All required information has been completed.
- All required Signatures and Initials have been completed.
- The Certificate of Qualification for the staff member(s) responsible for providing training to the Apprentice/Trainee has been sighted and a copy taken/provided.
 - We strongly recommend supplying a copy of the qualification for ALL Qualified Supervisors to minimise delays (and potential complications) as a result of changes to staffing that might be experienced.
- Relevant Safe Work Method Statements (SWMS) sighted and a copy taken/provided.
- Public Liability Policy (PLPN) Certificate of Currency sighted and a copy taken/provided.

***Please Note: Copy includes clearly legible photos of the entire page/document



THE INFORMATION CONTAINED WITHIN THE FOLLOWING PAGES, “**SES HOST INFORMATION BOOKLET**” FORMS PART OF THE CONDITIONS OF HIRE FROM SMART EMPLOYMENT SOLUTIONS.

<p>I,</p> <p style="text-align: center;">(NAME OF PERSON SIGNING HOST AGREEMENT)</p> <p>OF</p> <p style="text-align: center;">(COMPANY OR TRADING NAME)</p> <p>ACKNOWLEDGE THAT I HAVE REVIEWED THE INFORMATION CONTAINED WITHIN THE FOLLOWING PAGES “SES HOST INFORMATION BOOKLET” AND THAT THIS INFORMATION FORMS PART OF THE CONDITIONS OF HIRE FROM SMART EMPLOYMENT SOLUTIONS.</p>
SIGNED:
DATED:
EMPLOYMENT OFFICER:

A note from our Managing Director & CEO

Thank you for applying to become a Host Employer with Smart Employment Solutions. We hope that this will be a beneficial relationship for all parties.

Since commencement in 1986 Smart Employment Solutions has employed over 15,000 apprentices and trainees all over Queensland.

We now look forward to being able to employ and manage the career of another apprentice for you, for however long that may be. Smart Employment Solutions is large enough to be noticed and small enough to care. If you have any concerns or suggestions you would like to make in order to make your experience with us even more hassle free, please contact my office on **13 30 24**.

Stephen Craven
Managing Director & CEO
Smart Employment Solutions

SES HOST INFORMATION BOOKLET TERMS AND CONDITIONS - INDEX

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INTRODUCTION TO SMART EMPLOYMENT SOLUTIONS

Smart Employment Solutions (SES) was established in 1986, with our dedication to the business sector and community in our 30+ year history we have employed over 15,000 apprentices and trainees across key industries in South East Queensland.

These industries include – Electrical, Construction, Hospitality, Automotive, Engineering and Office Administration. However, we are not just limited to these industries and are prepared to discuss your requirements. SES services the needs of job seekers and employers by facilitating apprenticeships and traineeships. SES is one of the largest employers of apprentices and trainees in South East Queensland.

What differentiates us from others in the market?

- We are a not-for-profit company - **any surplus is reinvested into apprenticeships**
- We are flexible to your staffing requirements
- We care for our Host employers
- We look after apprentices and are responsive to their needs
- We prefer to have an effective business partnership with our hosts
- We operate throughout South East Queensland
- We service all trades under the skills shortages pathways
- **SES IS ACCREDITED TO THE NATIONAL STANDARDS FOR GROUP TRAINING ORGANISATIONS.**

Services we provide:

- ✓ **Free Recruitment**
- ✓ **Flexible Staffing**
- ✓ **Workplace Health & Safety Testing**
- ✓ **General Induction Process, including all relevant paperwork**
- ✓ **SES deals with relevant Government bodies, including signing of relevant contracts etc.**
- ✓ **SES handles all college matters, including bookings and monitoring Training Record Books**
- ✓ **Pastoral Care of all apprentices**

It is an operating requirement of Smart Employment Solutions, as a recognised Group Training Organisation, to comply with the appropriate National or State standards for GTOs. In particular to;

- Fulfil the requirements of Section 56 of the Further Education and Training ACT 2014
- Take all practical steps necessary to ensure the well-being and adequate training of apprentices and trainees employed by
- the organisation, including not engaging a prohibited employer, as defined under the Act, as a Host Employer
- Have an apprenticeship and traineeship policy in place to ensure that the organisation's apprentices and trainees obtain the necessary range of skills (including a provision in the policy for rotation, as necessary.)

Additionally, the following conditions are acknowledged and agreed to by the Host Employer in our Client Agreement prior to engaging apprentices through Smart Employment Solutions;

- The Host Employer, or the designated Qualified Supervisor within the Host Employer's business, who will be mentoring the Apprentice or trainee must be suitably qualified within the appropriate trade. *(See 1-6 below)*
 1. A person who has satisfactorily completed an apprenticeship in the apprentice's calling, and is the holder of a completion certificate issued under an Act, or
 2. A person who holds a certificate of recognition issued under an Act, certifying the person has the necessary skills and knowledge in the calling, or
 3. A tradesperson in the apprentice's calling, as defined under a specific industrial instrument, or
 4. A person who holds a tradesperson's certificate or certificate of recognition as a recognised tradesperson issued under the Tradespersons' Rights Regulation Act 1946 in the apprenticeship calling, or
 5. A person who holds a relevant qualification in the apprenticeship calling, or
 6. A person individually, or persons collectively, who has/have documented competence (i.e. a testamur/qualification and associated record of results or a statement of attainment as recognised under the Australian Qualifications Framework, achieved through an RPL or training pathway) in all the competencies the employer is required to provide training for under the apprentice's training plan and, where a licence to practise the calling is required, the qualified person holds a current licence.
- From the time our Apprentices report to the Host Employer for their duties they are under the care, control and supervision of the Host Employer / Qualified Supervisor for the duration of their assignment.
- Apprentices are required to attend formal "off-the-job" training in accordance with their training plan. This is a requirement of their Training Contract lodged with the Department of Employment Small Business & Training (DESBT) in accordance with the current legislation. College attendance is mandatory to ensure adequate progress is maintained and demonstrated by the Apprentice.
- Ensure that the work environment the Apprentice is working in is safe and that the apprentice adheres to the safe work practices as specified by the Work Health and Safety Act.
- Provide work ("on-the-job-training") that is appropriate for the Apprentice's year level and skills.

CONDITIONS OF EMPLOYMENT

Apprentices and Trainees hired under this Agreement are employed under a Training Contract which is legally binding on the following parties:

- SES as the legal employer
- The apprentice or trainee (and guardian if the apprentice or trainee is under 18 years of age)
- The Department of Employment Small Business & Training (DESBT)

The Host - or any entity associated with the Host - warrants that it will not interfere with, or seek to effect any change in the Training Contract. The Host confirms that a breach of this warranty would result in a rebuttable presumption in favour of SES in any legal proceedings.

INVOICING AND TRADING TERMS

SES may, without notice, increase the invoice by a reasonable amount if an applicable industrial instrument rate increases, or costs arising from, affected by or in relation to this agreement, increase. An increase of the invoice rate may be backdated, and in that case any additional amount that has become payable shall be included in the next invoice rendered.

The Host acknowledges:

- SES may provide credit to the Host under this agreement
- This agreement constitutes an application for credit
- SES will obtain such credit reports and undertake such credit checks as it considers appropriate to assess the Host's application for credit. This may also involve reports on companies and individuals.
- The Host consents to credit reports being obtained by SES for that purpose.

The Host authorises, without limitation, SES to obtain such credit reports, from such credit reporting agencies, as SES considers appropriate to assess whether to provide credit under this agreement.

The total cost of the provision of Apprentices/Trainees shall attract GST at the legislated rate. GST is in addition to the hourly rate and other costs detailed on the invoice.

WET DAYS – CONSTRUCTION TRADES ONLY

SES pays under the Modern Awards which where applicable states there is an entitlement for payment of wages for wet days. The Host will be charged under the following conditions:

1. Host is always charged for the first full or part wet day in any rain period
2. If it rains the next day and the Host has told the Apprentice not to report to work the Host is not charged. However, the Host will be charged if the Host has instructed the Apprentice to report to work and then sends the Apprentice home because of rain.
3. If it rains for the next two days (four consecutive days in total) the Host will not be charged providing the Apprentice has been told not to report to work.
4. If, however, it rains for one day, it does not rain for the next day and the apprentice works, but rains again on the third day the Host will be charged for both days as the first wet day for a period, as the wet days were not consecutive.

Please Note: For the purposes of this clause, if a wet day is called on a Friday, then again on the following Monday, the Monday is not deemed to be a concurrent wet day. Host Employers will be billed as the wet days not being consecutive.

Apprentices can only be paid a maximum of 4 wet days in any calendar month. Apprentices **MUST** telephone SES before 8:30am on the day to notify SES of the wet day so that SES can make alternative work arrangements for them on the day. Failure to notify by telephone before 8:30am will result in the Apprentice not being paid for that day.

WORKPLACE HEALTH AND SAFETY

The Host confirms its understanding of its obligations to workers and others under the Work Health and Safety Act 2011 (the "Act"), namely:

- It is a requirement of the Act that risks must be assessed and control measures then implemented and reviewed to prevent or minimise exposure to the risks
- If the **regulation** describes how to prevent or minimise a risk at your workplace you **must** do what the regulation says
- If there is a **code of practice** that describes how to prevent or minimise a risk at your workplace you **must** do what the code says or adopt and follow another way that gives the same level of protection against the risk
- If there is no regulation or code of practice about a risk at your workplace you **must** choose an appropriate way to manage exposure to the risk. People **must**, where there is no regulation or code of practice about a risk, **take reasonable precautions** and exercise proper diligence against the risk.

Should there be a workplace incident you are required to notify SES within a maximum of four hours of the time of the accident. If the accident is of a serious nature **SES MUST BE NOTIFIED IMMEDIATELY.**

❖ Call Ambulance – who will notify police

CALL: 000

- ❖ Call Smart Employment Solutions **CALL: 13 30 24**
- ❖ Call WHS Inspector for your region
- ❖ **DO NOT ALTER OR REMOVE ANYTHING FROM THE SCENE OF THE ACCIDENT.**

The Host certifies that they have a current Workplace Health and Safety policy in effect at their workplace and that the procedures contained in that policy are adhered to in their workplace. The Host certifies that they will provide an appropriate workplace specific safety induction course for the apprentices/trainees prior to his/her starting work.

Ensure that any apprentices/trainees provided to you, the Host, in accordance with the contract have been properly inducted in your WHS policies and procedures, and behavioural expectations. Further, the Host agrees to facilitate and comply with the checklists and processes outlined in the following checklists that form part of the agreement.

The Host agrees that it will provide the apprentices/trainees whom 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 under this agreement and its duties to consult and continue to consult with SES as required by the legislation about matters affecting the workers it hosts under this agreement.

Host Legal Obligations – SES Apprentices and Trainees

Under the *Work Health & Safety Act 2011* the Host has a duty of care to ensure the safety of workers and others in all circumstances. Workers and others include; apprentices placed by SES, Hosts, visitors to the workplace, passers-by, neighbours and themselves.

Hosts who agree to act as host employers for SES Apprentices and Trainees must act in accordance with relevant State and Federal Workplace Health & Safety legislation and in accordance with these obligations agree that you will –

- Ensure as a PCBU (a person carrying on a business or undertaking) that you will provide so far as is reasonably practicable, a workplace safe to workers health, including apprentices and trainees that you utilise under this agreement, as required under the *Work Health & Safety Act 2011*.
- Ensure that any apprentice or trainee provided to you, the Host, in accordance with the contract have been properly inducted in your WHS policies and procedures, and behavioural expectations;
- Ensure that the appropriate industry induction has been provided to these apprentices and trainees, as required by the regulations and any necessary induction training cards are held;
- Review the induction given to the apprentice/trainee to ensure that it is given and that it addresses the workplace health and safety risks specific to the workplace and the tasks being performed by the apprentice/trainee;
- Undertake risk management processes to control exposure to health and safety risks in the Hosts workplace(s);
- Carry out ongoing monitoring of all workplace risks within the Host's workplace(s) to ensure the appropriate action is taken to control any risks to the apprentice/trainee. Where Client "workplace(s)" is onsite at another site under the control of another business ("onsite workplace") Host must ensure induction and compliance with Workplace Health and Safety Policies and Procedures of that other businesses onsite workplace;
- Inform apprentices and trainees engaged under this agreement of site specific hazards that they may potentially be exposed to and ensure that the proposed work methods do not place the apprentice or trainee, their fellow workers, the Host's workers, or others at risk;
- Provide information, instruction, training and supervision to ensure health and safety;
- Arrange placements that will not expose any apprentices/trainees to health and safety risks;
- Check, monitor and audit apprentice or trainee performance and documentation;
- Ensure that any equipment used by an apprentice or trainee is in safe working order by requesting and reviewing plant registers, maintenance records and inspecting and maintaining such equipment on a regular basis;
- Arrange for the appropriate supervision of apprentices and trainees engaged under this agreement;
- Ensure that personal protective equipment ("PPE") is provided, if required;
- Act on identified non-compliance of apprentices and trainees; and
- Consult with SES about Workplace Health and Safety issues, and continue to engage in such consultation with SES as appropriate.

SES is committed to ensure that its staff and employees perform work in a safe and healthy working environment. This commitment extends to the apprentices and trainees whom you have agreed to host under this arrangement.

As such, we will strive to ensure that our employees, apprentices and trainees are provided with Workplace Health and Safety education by both Smart Employment Solutions and also by you, our Host who utilises the services of these apprentices or trainees under this contract. Such education and information should cover the following areas –

- ✓ accident/incident/injury prevention,
- ✓ hazard control and identification,
- ✓ rehabilitation,
- ✓ each worker's obligation and duty to themselves, to other workers, to SES and you, the Host.

The purpose of such a process is designed to promote the safe work environment for the workplace, our Hosts, our apprentices, trainees and their co-workers.

Consistent with this, SES will:

- Seek continuous improvement in its OHS performance taking into account evolving community expectations, management practices, scientific knowledge and technology
- Comply with all applicable laws, regulations and standards and where adequate laws do not exist, adopt and apply standards that reflect the Company's commitment to health and safety
- Involve our employees and their host employers in the improvement of occupational health and safety performance.
- Train and hold individual employees accountable for occupational health and safety activities, where appropriate.
- Manage risk by implementing management systems to identify, assess, monitor and control hazards and by reviewing performance
- Communicate openly with employees, government and the community on occupational health and safety issues and contribute to the development of relevant occupational health and safety policy, legislation and regulations
- To audit and continually improve occupational health and safety standards and procedures
- To provide rehabilitation for all employees including trainees and apprentices.
- To consult with you, the Host, as to your obligations and required actions to ensure the safety of apprentices and trainee's engaged under this contract.

HOSTS WARRANTIES – TRAINING, SUPERVISION AND RESPONSIBILITIES

The Host warrants that it will:

- a) Ensure Apprentices/Trainees are instructed in the skills of their trade by a Qualified Supervisor and will receive proper and adequate supervision as per the *Training & Employment Act 2000 (Qld)* or other relevant State legislation.
- b) Provide a safe place of work in accordance with the requirements of the relevant State and Federal /Occupational Health and Safety Legislation.
- c) Provide all necessary safety training including specific site rules and regulations.
- d) As the person in charge of the workplace, the Host warrants to provide a site specific induction for SES Apprentices/Trainees as required by the *Work Health and Safety Act 2011*.
- e) Comply with the requirements of the National Privacy Principles, Anti-Discrimination Act and with Affirmative Action and Equal Employment Opportunity and Sexual Harassment guidelines where required.
- f) Notify SES promptly of any changes in contact details of the apprentice/trainee.
- g) Notify SES promptly details of apprentice/trainee absenteeism.
- h) Ensure SES is provided in writing with a properly signed e-timesheet – signed by both the apprentice/trainee and the Host, submitted no later than 5pm Monday on a weekly basis. In the absence of an e-timesheet being provided, SES will pay the apprentice/trainee on the basis of either a 36 or 38 hour week (as per the applicable instrument) as normal times pay and will invoice the Host at the hourly rate for these hours.**
- i) Advise SES in writing of any changes of circumstances – i.e. apprentice no longer required.
- j) Advise SES of any serious concerns or breaches of workplace health and safety issues and be involved in any formal counselling sessions involving SES apprentices/trainees, in order that Industrial Relations criteria are met.

RISKS, INSURANCES AND DISCLAIMER

The Host will be liable for and will indemnify and hold harmless SES, its servants or agents, from and against any and all liability, damage, loss, costs, charges or expense of whatsoever kind and howsoever occurring, whether under statute or at common law, imposed upon or claimed against SES, its servants or agents, due to any act or omission by the employee(s) in connection with or arising out of the performance by the employee(s) of any duties required by them by the Host, its servants or agents, or by any act or omission of the Host, its servants or agents.

While SES takes all possible care to ensure the highest standards of quality in placing apprentices and trainees, SES does not accept any responsibility or liability for any action or omission of the apprentices and trainees notwithstanding any implied or expressed agency relationship between SES and the apprentices/trainees. SES accepts no liability whatsoever for any errors, omissions, or incorrect conclusions represented to the Host by the apprentice/trainee or by SES based information supplied by the apprentice/trainee.

SES will cover Workers Compensation for all apprentices and trainees and requires the Host's WorkCover Industry Classification (WIC) Code. In the event of a WorkCover claim the Host will be invoiced for the day of the accident / injury. SES will then pay the WorkCover Excess up to the nominated statutory amount for the first week or 5 days standard pay. WorkCover, upon approval, will then carry the responsibility for wages until the injured worker is fit to return to work. SES may recover any WorkCover Excess if the accident is proved to be as a result of negligence by the Host.

E-TIMESHEETS AND AWARD / PAYROLL QUERIES

The e-timesheet is a legal document used to not only pay the apprentice/trainee, but also accurately invoice the Host.

The apprentice/trainee must:

- Record the correct hours worked each day (e-timesheets include Saturdays and Sundays);
- Ensure the correct date is selected for each day worked and complete all start and finish times;
- Specify sick days, college, annual leave, RDO (if applicable), public holidays, rain days in the "Comments", or "Additional Comments" section of the e-timesheet where applicable;
- Ensure requests for Unpaid Leave – Requested Leave Without Pay (RLWOP) – *including the reason for the request for Unpaid Leave* are recorded on the e-timesheet in the "Comments", or "Additional Comments" section of the e-timesheet;
- Record any eligible allowances on the e-timesheet in the "Comments", or "Additional Comments" section of the e-timesheet where applicable.

Prior to authorising e-timesheets, Host Employers are required to ensure that details submitted by the apprentice/trainee are accurate. Wages are paid and invoicing generated based on the authorised times and allowances etc. Any overpayments as a result of authorised e-timesheets may not be recoverable.

It is the apprentice or trainee's responsibility to ensure that e-timesheets are correct, submitted, and authorised by the Host by 5:00pm Monday. Late, incorrectly completed, and unauthorised e-timesheets may delay the payment of wages and in turn, generation of invoicing to the Host.

Timesheets are to be submitted via: [DEPUTY](#) (e-timesheets, both web and mobile device accessible)

Supporting documents (apprentice claims for reimbursement of tool receipts etc.) can be submitted via:

EMAIL: payroll@sesat.com.au | **MMS:** 0411 120 691

ABSENCES FROM WORK

It is the responsibility of the apprentice/trainee to:

- Notify the Host before normal start time if sick or unable to attend work for any reason.
- Notify SES no later than 8:30am on the day of absence.
- School based apprentices/trainees must also notify their school of their absence.
- Ask the Host's permission if they have to leave work for any reason before leaving the workplace.

PROBATION

Probation is a period of time that an employer and employee can use to decide whether the employee is right for the job and if the employer is right for the employee. SES apprentices and trainees are placed on assignment with you, the Host, for a probationary period of 90 days for apprentices and 30 days for trainees.

Probation can be extended for a period of up to an additional 90 days for apprentices.

ANNUAL LEAVE, SICK LEAVE AND COLLEGE ATTENDANCE

Annual Leave

Apprentices and trainees – with the exception of school based apprentices and trainees - are entitled to four (4) weeks annual leave each year. The SES Employment Officer will monitor leave entitlements with the Host.

The apprentice/trainee has been instructed to apply for annual leave using the SES Leave Request Form.

Sick Leave

Apprentices and trainees – with the exception of school based apprentices and trainees - are entitled to two (2) weeks sick leave each year.

College Attendance

All apprentices and trainees must complete all aspects of the college component of their qualification according to the training plan registered with the Department of Education, Training and Employment (DETE). College bookings are arranged by SES and usually in conjunction with the Host after taking into consideration the business activity of the Host's workplace.

As it is difficult to change college dates, any concerns should be raised with the SES Employment Officer at the time college bookings are being discussed.

Training Record Books

Upon commencement with SES and during the probationary period, the apprentice/trainee is provided with a training record book which becomes an integral part of their apprenticeship/traineeship. As the apprenticeship/traineeship is now competency-based, unless the competencies are recorded in this book, the apprentice/trainee will be unable to obtain their qualification. For example, electrical apprentices cannot complete their apprenticeship unless their eProfiling Book has been properly completed. The Training Record Book will detail the training the apprentice/trainee has received and the skill levels completed throughout the apprenticeship/traineeship. The apprentice/trainee must maintain their training record book in accordance with their training plan as it will detail the training they have received and the skill levels completed throughout the apprenticeship/traineeship. It must be maintained, detailing weekly tasks and hours worked.

The Training Record Book must be signed by the Host weekly. Competency based training requires a qualified person to determine the apprentice/trainee's ability to complete tasks to an identifiable industry standard. The Host's signature against each entry verifies to all parties that you consider the apprentice or trainee meets this standard. The apprentice/trainee is not able to progress through the training plan without a Qualified Supervisor's signature in the Training Record Book.

APPRENTICE/TRAINEE SUPERVISION

The Department of Employment Small Business & Training (DESBT) require that all apprentices and trainees are adequately supervised at all times. This ensures they are properly trained to industry standards and that they are not exposed to hazardous and dangerous circumstances.

By signing the Host Agreement, the Host confirms the agreement to properly train and supervise the apprentice/trainee that is being hired from SES. The Further Education and Training Act 2014 states:

- No apprentice/trainee at any time is to work unsupervised, there must be at all times a Qualified Supervisor present;
- In the case of apprentices, there can be no more than one apprentice working with each Qualified Supervisor and the Qualified Supervisor must be qualified in the same trade as the apprentice.
- **IT IS EXPRESSLY AGAINST THE ACT TO SEND APPRENTICES OUT TO JOBS ON THEIR OWN.**

SITE VISITS

Although SES is in regular phone contact with the Host, site visits provide an opportunity for all parties to meet and discuss any issues or concerns. It is important to note that SES relies to a large extent on site visits to get feedback from the Host on the performance and attitude of the apprentice/trainee.

TOOL ALLOWANCES

Most apprenticeship trades are issued with a Tool Allowance, according to the award under which the apprentice is working. SES will inform the apprentice of the details of the allowance and when the apprentice needs to buy tools for his/her trade they should contact SES to:

- ✓ Collect a purchase order to buy tools from SES suppliers; or
- ✓ Buy the tools and send receipts to SES who will reimburse the apprentice directly to their bank account.

The following sample documents are included to assist you in meeting your obligations under Workplace Health & Safety legislation, should you chose to implement them into your business practices.

Checklist 1 – SAMPLE

Workplace Health & Safety Induction Checklist

Employee Details:	Signatures:		
Employee Name:			
Client Name:			
	INITIALS		DATE COMPLETED
	Client	Apprentice	
1. Explain health and safety laws in Queensland:			
• Employer has a legal obligation for employees and visitors.			
• Employee has a legal obligation for self, fellow workers and visitors.			
• Employer expects workers to behave in a safe manner and not put themselves or others at risk.			
• Employer expects worker to use Personal Protective Equipment (PPE) which has been provided and they have been trained to use it.			
• Who should you report something unsafe to?			
• Who should you tell if you're asked to do something unsafe?			
2. What to do in the event of an accident or incident:			
• Explain what to do in the case of a simple/major injury.			
• Who is the first aid officer/emergency warden?			
• Explain what to do if a fire breaks out.			
• Explain how to activate fire alarms.			
• Show where the accident/incident reporting book is and who to report to.			
3. Explain security procedures:			
• Explain worker responsibilities for cash handling.			
• Explain what to do in the event of a robbery.			
4. Take the new worker for a workplace tour and show them:			
• Toilets, Sinks and Showers			
• Fire extinguishers, Fire hoses and Fire blankets			
• Fire and General exits			
• Drinking Water			
• Assembly point (where to go if evacuating)			
• First aid kit			
• Workplace hazard signs and what they mean			
• Dangerous areas in the workplace			
• Areas where workers can smoke			

<ul style="list-style-type: none"> Introduce them to the first aid officer/emergency warden 			
5. How to lift, carry and put down items safely:			
<ul style="list-style-type: none"> Show how to size up an object before attempting to lift it. 			
<ul style="list-style-type: none"> Show how to lift properly - knees bent, back straight 			
<ul style="list-style-type: none"> Explain risks of improper lifting 			
<ul style="list-style-type: none"> Get worker to demonstrate correct lifting procedure 			
6. How to deal with hazardous substance and Material Safety Data Sheets (MSDS):			
<ul style="list-style-type: none"> Show worker where hazardous substances are stored. 			
<ul style="list-style-type: none"> Explain any important storage details. 			
<ul style="list-style-type: none"> Show worker an MSDS and where the MSDS register is kept 			
<ul style="list-style-type: none"> Get the worker to read the MSDS and explain the information contained in it. 			
<ul style="list-style-type: none"> List hazardous substances in the workplace and explain the risks associated with them (over page) 			
1.			
2.			
3.			
4.			
7. How plant and equipment can be dangerous:			
List all plant and equipment that could present a hazard, e.g. Forklift			
1.			
2.			
3.			
For each of the items listed above, show and explain:			
<ul style="list-style-type: none"> Risks/hazards associated with the item 			
<ul style="list-style-type: none"> Guards 			
<ul style="list-style-type: none"> Danger/out of service tags 			
<ul style="list-style-type: none"> Lock out procedures and emergency stop 			
<ul style="list-style-type: none"> Inspection and maintenance, and what to do if the machine requires repairs 			
<ul style="list-style-type: none"> Anything specific you must not do 			
8. Provide Personal Protective Equipment (PPE) and show workers how to use it:			
<ul style="list-style-type: none"> Issue the new worker with PPE or show where it is stored. 			
<ul style="list-style-type: none"> Explain when PPE should be worn - Stress Importance! 			
<ul style="list-style-type: none"> Show the worker how to fit and use PPE correctly. 			
<ul style="list-style-type: none"> Show the worker how to clean and maintain PPE. 			
<ul style="list-style-type: none"> Explain what to do if required PPE is damaged or not worn where it should be. 			
<ul style="list-style-type: none"> Demonstrate the use of PPE, and then get the new worker to demonstrate to you the use of PPE. 			
<ul style="list-style-type: none"> Get the new worker to tell you when they will need to wear their PPE. 			

**Checklist 2 – SAMPLE
Apprentice / Trainee Commencement Checklist**

Name of person completing the checklist:		
Date checklist completed:		
Location of job site:		
1. Who is the Manager in charge of the workplace for the apprentice and trainee? Have you informed Apprentice/trainee?		
2. If there is an incident in the workplace or you have OHS concerns, who can the apprentice/trainee report this to? Have you informed apprentice/ trainee?		
3. Has the apprentice/trainee undergone a formal induction into the workplace/site they will work at?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4. Where is the first aid kit located in the event of an injury? Has the apprentice/trainee been shown the location?		
5. Is there a register of injuries book where an incident can be recorded?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6. Where is the assembly point for this workplace/site in the event of an evacuation? Has the apprentice/trainee been shown this location?		
7. Are there evacuation plans and procedures displayed in the event of a fire? Has the apprentice/trainee been shown this plan?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8. Has the apprentice trainee been made aware of the closest emergency exit to where they are conducting the work activity?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9. Have you completed a risk assessment/inspection of your work area to identify any hazards or risks? Have you informed the apprentice/trainee of such risks?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10. Is the required equipment available and in good working order (e.g. no frayed electrical leads) to enable you to conduct your work in a safe manner?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Action Required: *[Address all questions that have a NO or unsatisfactory response]*

Please Note: This is an example document only. Additional space will be provided in the actual document.

Date actions completed :

Name:

Position:

Signature:



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