

Application to Host an Apprentice/Trainee and obtain a credit facility:

TO: Unidex Consulting Pty Ltd. ACN 097 510 926 of Level 1, 180 Whitehorse Road, Blackburn VIC 3130 Trading as Frontline Human Resources (FHR).

The Host Employer as set out below ("**the Host Employer**") hereby applies to host an Apprentice/Trainee and to obtain credit from FHR on the Terms and Conditions as attached and as varied from time to time by FHR.

The Host Employer

Trading name:	Company name:
ABN:	ACN:
Registered address:	
Postal address:	
Telephone: ()	Facsimile: ()
Mobile:	Email:
Sole trader: <input type="checkbox"/> Partnership: <input type="checkbox"/>	Company: <input type="checkbox"/>
Contact person:	
Direct telephone number: ()	Email:
Details of accounts person:	
Direct telephone number: ()	Email:

Name of Director (company), partner or sole trader:	
Residential address:	
DOB: / /	Driver license number:

Name of Director (company), partner or sole trader:	
Residential address:	
DOB: / /	Driver license number:

Payment terms: Weekly invoice. payment within 7 days of invoice

Public Liability Insurance:

Insurer:	
Policy number:	Expiry date:

Acceptance:

FHR will be deemed to have accepted the application upon the grant of credit to and/or placement of the Apprentice/Trainee with the Host Employer, whichever occurs first.

Privacy Act Consent:

The Host Employer agrees that FHR may seek from a credit reporting agency a report containing financial information about the Host Employer for the purpose of assessing whether to accept the Host Employer's credit account with FHR. The Host Employer further agrees that FHR may give to and seek from any credit providers that may be named in a credit report issued by a credit report agency, information about the Host Employer's credit arrangements. The Host Employer understands that this information can include any information about the Host Employer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.

Declaration:

The person completing this application on behalf of the Host Employer Represent and Warrants (i) He/She has read and understood the terms and conditions of this application together with the Terms and Conditions, (ii) the information contained herein is true and correct, (iii) the Host Employer has authorised the signing of the Application.

Signature:	
Full name:	
Position:	
Date signed:	

Guarantee:

TO: FHR

In consideration that you have at my request agreed to provide credit to the Host Employer ("**the Host Employer**") on the terms and conditions of the Host Employer Agreement made between the parties ("**the Host Agreement**") the Guarantor as set out below ("**the Guarantor**") hereby:

1. guarantees to FHR the due performance, observance and fulfilment by the Host Employer of all the terms and conditions contained in or implied by the Host Agreement on the part of the Host Employer to be performed, observed and fulfilled.
2. indemnifies and agrees to keep indemnified FHR against all loss, damages, costs and expenses suffered or incurred by FHR as a result of or in connection with any failure by the Host Employer to pay any monies or to perform, observe or fulfil any of the terms and conditions contained in or implied by the Host Agreement.
3. acknowledges that the liability of the Guarantor will remain in full force and effect notwithstanding:
 1. that FHR may grant time or other indulgence to the Host Employer;
 2. if the Host Employer is a company, the Host Employer commits or is involved in any act of insolvency including liquidation, receivership, administration, scheme of arrangement or the like;
 3. if the Host Employer is a natural person, the Host Employer dies, becomes bankrupt, enters into an arrangement with his creditors or becomes of unsound mind;
 4. that FHR for any reason has not exercised or does not exercise all or any of the rights or powers FHR has against the Host Employer.
4. Where this guarantee is given by more than one person, the obligations on the part of the Guarantor take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them.
5. The Guarantor agrees that FHR may seek from a credit reporting agency a report containing financial information about the Guarantor for the purposes of assessing whether to accept the Host Employer's credit account with FHR. The Guarantor further agrees that FHR may give to and seek from any credit providers that may be named in a credit report issued by a credit report agency information about the Guarantor. The Guarantor understands that this information can include any information about the Guarantor's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.
6. A notice required or permitted to be given by FHR to the Guarantor shall be in writing and shall be treated as being duly given and received if it is:
 1. delivered personally to the Guarantor;
 2. left at the Guarantor's address; or
 3. sent by pre-paid mail to the Guarantor's address.
7. A notice given to the Guarantor shall be duly given and received:
 1. when delivered (in the case of it being delivered personally or left at the Guarantor's address); or
 2. on the second Business Day after posting (in the case of it being sent by pre-paid mail). For the purposes of this clause, the address of the Guarantor is the address set out in this guarantee.
8. In this guarantee:

"Host Agreement" means the Application to Host Apprentice/Trainee and Obtain Credit executed by the Host Employer together with the Terms and Conditions. **"Host Employer"** means the person named and described as the Host Employer in the Application to Host Apprentice/Trainee and Obtain Credit and includes all related and associate persons within the meaning of the *Corporations Act 2001* and its directors, officers and employees. **"FHR"** means Unidex Consulting Pty Ltd., A.C.N.097 510 926, of Level 1, 180 Whitehorse Road, Blackburn in the State of Victoria and includes its directors, officers and employees.

Unless the context otherwise requires:

 1. words importing the singular include the plural and vice versa;
 2. a word importing a gender includes the other gender;
 3. a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns.

The Guarantor acknowledges that he has been recommended to seek independent legal advice prior to the signing of this guarantee.

The Guarantor acknowledges that he has read and understood the Host Employer Agreement and this guarantee before signing this guarantee.

The Guarantor:

Full name:		
Residential address:		
Signature:		Date:
Witness name:		
Witness signature:		Date:

Full name:		
Residential address:		
Signature:		Date:
Witness name:		
Witness signature:		Date:

Terms and Condition

These Terms and Conditions are incorporated into and form part of any Agreement made between FHR and the Host Employer for the hosting of any Apprentice/Trainee.

1. Agreement

- 1.1. FHR shall be and remain at all times the employer of any Apprentice/Trainee placed with the Host Employer under an Apprenticeship/Traineeship
- 1.2. FHR will make an Apprentice/Trainee available to the Host Employer on request, subject to availability, and subject to the completion and execution of the Application to Host Apprentice/Trainee and Obtain Credit by the Host Employer to the satisfaction of FHR.
- 1.3. The Host Employer agrees to host any Apprentice/Trainee from time to time provided by FHR.
- 1.4. The Host Employer accepts and agrees that FHR makes no warranty or representation as to the experience, skill or capacity of any Apprentice/Trainee placed with the Host Employer.

2. Obligations of FHR

- 2.1. FHR will provide to the Host Employer a quote detailing the Charge Out Rates and Allowances payable by the Host Employer to FHR and other particulars related to the placement. The quote shall be executed and incorporated into the Agreement.
- 2.2. remains responsible for the payment of the wages and Charges in respect of any Apprentice/Trainee placed with the Host Employer.
- 2.3. remains responsible for the observance of employer obligations under the terms and conditions of the Apprentice/ Trainee's employment.
- 2.4. will ensure that the Apprentice/Trainee receives employment conditions in accordance with the award, enterprise agreement or site agreement applicable to the Host Employer or the site.
- 2.5. will advise the Host Employer on the observance of employer obligations and employment conditions under the terms and conditions of the Apprentice/Trainees' employment.
- 2.6. Will provide all apprentices with personal protective equipment.

3. Host Employer Obligations

- 3.1. The Host Employer agrees to host the Apprentice/Trainee for the minimum period of 8 hours engagement.
- 3.2. FHR will provide a Tax Invoice on a weekly basis to the Host Employer for payment of the Host Fee for the Apprentices/ Trainees it hosts. The Tax Invoice will set out the Charge Out Rate, Allowances, overtime, penalties and hours worked in respect of services provided by each Apprentice/Trainee over the period of the Tax Invoice.
- 3.3. FHR may vary the Charge out Rate and Allowances payable by the Host Employer for each Apprentice/Trainee it hosts without notice, and retrospectively, if necessary, to cover cost increases imposed on FHR as a result of award, enterprise agreement, site agreement and levy variations or other factors that may affect the Charge Out Rate and Allowances and costs borne by FHR.
- 3.4. If the Apprentice/Trainee completes their duties prior to the completion of a full day, FHR is entitled to invoice the Host Employer for a full day.
- 3.5. The Host Employer must pay FHR by direct debit from a bank account or credit card the full amount due under the Tax Invoice within 7 calendar days or agreed terms in full and without deduction.
- 3.6. The Host Employer will remit additional amounts to FHR representing the GST payable for the supply of any Apprentice/ Trainee placed with the Host Employer upon receipt of a valid Tax Invoice.
- 3.7. If the Host Employer fails to pay an amount on the due date for payment, the Host Employer must pay FHR interest at the interest rate for the time being fixed under Section 2 of the Penalty Interest Rate Act (Vic) 1983 on that amount, calculated and payable daily, computed from the due date until the amount including interest is paid in full.
- 3.8. In the event that the Host Employer fails to pay in full the monies due to FHR within the said period then:
 - a) FHR shall charge penalty interest on the outstanding monies in accordance with Clause 3.7; and
 - b) FHR may at its absolute discretion withdraw the Apprentice/Trainee.
- 3.9. If any additional costs, fees and expenses [including but not limited to banking, debt collection, legal (including solicitor/client costs) or otherwise] are incurred in recovering any outstanding monies, these additional costs, fees and expenses shall be fully payable by the Host Employer.
- 3.10. The Host Employer must ensure any Apprentice/Trainee it hosts accurately completes time sheets and shall check and countersign time sheets submitted by any Apprentice/or Trainee that it hosts.
- 3.11. The Host Employer agrees that a timesheet signed by an Apprentice/Trainee shall be conclusive evidence of the matters stated in the timesheet and in particular the hours and charges in any Tax Invoice rendered by FHR.
- 3.12. The Host Employer must not "on lease", assign, loan, hire or sub-contract any Apprentice/Trainee to a third party.
- 3.13. The Host Employer must assist FHR in preparing appraisals, assessments and reports on any Apprentice/ Trainee that it hosts.
- 3.14. The Host Employer must allow representatives of FHR access to interview any Apprentice/Trainee that it hosts at the premises of the Host Employer or any other place elected by FHR from time to time.
- 3.15. The Host Employer must comply with all equal opportunity, anti-discrimination, occupational health and safety, workers compensation and any other applicable legislation, regulations, awards and codes of practice.
- 3.16. The Host Employer must notify FHR if any enterprise agreements or other site agreements exist and of any variations made to such.
- 3.17. The Host Employer must comply with the Privacy Act 1988 as if it were an "organisation" and ignoring any exemption or concessions in relation to the operation of "small businesses".
- 3.18. The Host Employer must notify FHR in writing of any change in director, office-holder, officer, shareholder, management, company structure, partnership or trusteeship within 7 days of such change.
- 3.19. The Host Employer must comply at all times with FHR policies and procedures and all lawful directions made by FHR.
- 3.20. The Host Employer must provide constant supervision and instruction to any Apprentice/Trainee that it hosts to allow the Apprentice/Trainee to be trained in a safe, healthy and harassment free environment.
- 3.21. The Host Employer must provide such workplace training and instruction as would reasonably be required for the purpose of assisting any Apprentice/Trainee it hosts to gain the relevant trade qualification.
- 3.22. The Host Employer must release any Apprentice/Trainee it hosts to attend all training sessions as scheduled by the Group Training Organisation.
- 3.23. The Host Employer must not provide any Apprentice/Trainee it hosts with work which is unsuitable, unsafe or beyond the knowledge, skill or ability of the Apprentice/Trainee.
- 3.24. Apprentice/Trainee, comply with and conform to relevant safety standards and codes of practice, be in good working order and be of correct fit to the individual required to use same.
- 3.25. The Host Employer must ensure personal protective equipment and clothing are satisfactorily used or worn when required by any Apprentice/Trainee it hosts.
- 3.26. The Host Employer must provide any Apprentice/Trainee that it hosts with alternative work in the event of conditions that prevent a job from being completed.
- 3.27. Notwithstanding Clause 1, the Host Employer must comply with and abide by all applicable State and Federal occupational health and safety legislation on the basis that the Host Employer is the deemed employer of the Apprentice/Trainee and the Apprentice/Trainee is the deemed employee of the Host Employer for the purposes of the applicable State and Federal occupational health and safety legislation, including but not limited to:

- a) providing and maintaining a working environment that is safe and without risk to the health and welfare of any Apprentice/Trainee it hosts;
 - b) providing and maintaining a work environment that is free of any acts of harassment (including but not limited to sexual harassment, bullying and violence);
 - c) providing and maintaining safe plant and safe systems of work;
 - d) providing adequate work facilities;
 - e) ensuring any Apprentice/Trainee it hosts has adequate information, instruction, training and supervision to work in a safe and healthy manner; and
 - f) assisting FHR in undertaking a workplace hazard inspection before it hosts any Apprentice/Trainee.
- 3.28. In the event of any injury or illness suffered by any Apprentice/ Trainee that it hosts or any incident at the workplace which may expose risk to the Apprentice/Trainee's health, safety and welfare:
- a) all workers compensation requirements, administration and claims are carried out by FHR;
 - b) the Host Employer must report immediately to FHR any such injury illness or incident; and
 - c) the Host Employer must ensure any injured Apprentice/Trainee placed with the Host Employer completes a report of injury or incident and forwards the report to FHR as soon as possible.
- 3.29. If medical attention is required by any injured Apprentice/Trainee placed with the Host Employer, such Apprentice/ Trainee or Host Employer is to inform the medical provider that FHR is their employer. FHR is to be stated as "the employer" on any workers compensation claim completed by an injured Apprentice/Trainee placed with the Host Employer.
- 3.30. (a) The Host Employer will effect, maintain and keep current at all times public liability insurance cover for the minimum amount of \$10 million (or such other amount as FHR may from time to time require) against any loss, damage or injury to any third party caused by any Apprentice/Trainee that it hosts, and which arises out of or in the course of its hosting of the Apprentice/Trainee.
- (b) The Host Employer must produce on request to FHR satisfactory evidence of insurance cover and must pay all premiums before they became due for payment.

4. Indemnities

- 4.1. The Host Employer accepts and agrees that FHR will use its best endeavours to ensure attendance by the Apprentice/ Trainee or where the Apprentice/Trainee abandons the placement to provide a suitable replacement. The Host Employer agrees and accepts that the Host Employer shall not make any claim, suit, action, demand or proceedings of whatsoever nature against FHR for the failure to attend by the Apprentice/Trainee or the inability of FHR to provide a suitable replacement.
- 4.2. FHR is not liable for any personal injury, illness, disability or death to any person whatsoever or loss or destruction of or damage to or loss of use of any property, whether real or personal, (including but not limited to any property of the Host Employer) arising directly or indirectly as a result of or in connection with the Host Employer hosting any Apprentice/Trainee or by reason of any act (including theft), omission, statement or representation of any Apprentice/Trainee placed with the Host Employer, whether such act, omission, statement or representation was negligent or otherwise.
- 4.3. The Host Employer shall be liable for and shall indemnify and keep indemnified and hold harmless FHR against any
- 4.4. liability, loss, damage, claim, suit, action, demand, cost, expense or proceedings of whatsoever nature whether arising under statute or common law in respect of:
- 4.4.1. any personal injury, illness, disability or death of any and all persons whomsoever;
 - 4.4.2. loss or destruction of or damage to or loss of use of all property, whether real or personal, (including but not limited to the property of the Host Employer);
 - 4.4.3. breach of statute or breach of contract;
 - 4.4.4. criminal prosecution;
 - 4.4.5. economic loss or loss of profits; and
 - 4.4.6. any consequential loss
 - 4.4.7. arising directly or indirectly as a result of or in connection with the Host Employer hosting any Apprentice/Trainee or by reason of any act (including theft), omission, statement or representation of any Apprentice/Trainee it hosts, whether such act, omission, statement or representation was negligent or otherwise. For the purposes of this clause, FHR includes its directors, officers and employees.
- arising directly or indirectly as a result of or in connection with the Host Employer hosting any Apprentice/Trainee or by reason of any act (including theft), omission, statement or representation of any Apprentice/Trainee it hosts, whether such act, omission, statement or representation was negligent or otherwise. For the purposes of this clause, MEGT includes its directors, officers and employees.

5. Termination

- 5.1. FHR may terminate the placement of any Apprentice/Trainee placed with the Host Employer immediately without notice if:
- 5.2. the Host Employer fails to pay any amount due to FHR;
- 5.3. the Host Employer breaches any obligations set out in the Agreement;
- 5.4. either party terminates the Agreement pursuant to clause 6 (Non-solicitation); or
- 5.5. the Host Employer commits or is involved in any act of insolvency including bankruptcy, liquidation, receivership, administration, scheme of arrangement or the like.
- 5.6. FHR or the Host Employer may terminate the placement of any Apprentice/Trainee immediately without notice in the event of serious misconduct whether on the part of the Apprentice/Trainee or the Host Employer.
- 5.7. 5.3 Host employer must provide a minimum of 24 hours notification that the apprentice will not longer be required by the host employer. This would include cancellations due to inclement weather.

6. Non-solicitation

- 6.1. The Host Employer must not offer direct employment to any Apprentice/Trainee that it hosts, prior to the completion of the apprenticeship/traineeship with FHR, by way of employment, indenture or training agreement without the prior written approval of FHR.
- 6.2. If the Host Employer, prior to the completion of the apprenticeship/traineeship and with the prior written approval of FHR, offers direct employment to any Apprentice/Trainee it hosts by way of employment, indenture or training agreement and such Apprentice/Trainee accepts that offer, the Host Employer must pay to FHR the sum equivalent to 20% of the gross annual salary of the Apprentice/Trainee. The Host Employer then becomes the employer of the Apprentice/Trainee and becomes responsible for payment of all employment remuneration and entitlements in respect of the Apprentice/Trainee.

7. Jurisdiction

The Host Employer agrees that the Agreement is governed by the laws of the State of Victoria and the Host Employer agrees to submit to the exclusive jurisdiction of the courts of the State of Victoria.

8. General

- 8.1. A notice required or permitted to be given by one party to another under the Agreement shall be in writing and shall be
- 8.2. treated as being duly given and received if it is:
- 8.3. delivered personally to that other party;
 - 8.4. left at that other party's address;
 - 8.5. sent by pre-paid mail to that other party's address;
 - 8.6. sent by electronic mail to the electronic mail address of that other party; or
 - 8.7. transmitted by facsimile to that other party.

- 8.8. A notice given to a party shall be duly given and received;
- 8.9. when delivered (in the case of it being delivered personally or left at that party's address);
- 8.10. on the second Business Day after posting (in the case of it being sent by pre-paid mail); or
- 8.11. on the day of transmission (if given by facsimile or electronic mail and no intimation having been received that the notice has not been received, whether that intimation comes from that party or from the operation of facsimile machine, computer or otherwise)
- 8.12. Provided that a notice transmitted after 5.00 pm on any day or on a day which is not a Business Day shall be treated as having been duly given and received at 9.00 am on the next Business Day.
- 8.13. For the purposes of this clause, the address of a party is the address set out in the Application to Host Apprentice/Trainee and Obtain Credit.
- 8.14. Each party shall promptly at its own cost do all things necessary (including signing and delivery of all documents) and shall procure that each of its officers, employees and agents do all things necessary (including signing and delivery of all documents) by notice from another party to effectively carry out and give full effect to the Agreement and the rights and obligations of the parties under the Agreement.
- 8.15. The rights and obligations of the parties in respect of agreements, indemnities, covenants and warranties contained in the Agreement shall remain in full force and effect, be continuing agreements, indemnities, covenants and warranties and not be merged or extinguished by or upon termination of or completion of any obligations under the Agreement.
- 8.16. The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.
- 8.17. The failure, delay, relaxation or indulgence on the part of a party in exercising any power, right or remedy conferred upon that party by the Agreement shall not operate as a waiver of that power, right or remedy, nor shall the exercise of any single or partial exercise of any power, right or remedy preclude any other or further exercise of such power, right or remedy or the exercise of any other power, right or remedy under the Agreement.
- 8.18. Any waiver of a breach of the Agreement shall be in writing signed by the party granting the waiver and shall be effective only to the extent specifically set out in that waiver.
- 8.19. If any provision of the Agreement is invalid, illegal, void or not enforceable, it is to be read down, if possible, so as to be valid and enforceable and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of the Agreement or affecting the validity or enforceability of that provision.
- 8.20. The Host Employer shall not, at law or in equity, assign, transfer or otherwise deal with any of its rights or obligations under
- 8.21. the Agreement without the prior written consent of FHR, which consent shall not be unreasonably withheld.
- 8.22. Time is of the essence of the Agreement.

9. Definitions and Interpretation

9.1. Definitions

In the Agreement:

"Agreement" means the Application to Host Apprentice/Trainee and Obtain Credit together with these Terms and Conditions as varied from time to time;

"Allowances" means such allowances as are payable in respect of work carried out for the Host Employer by any Apprentice/Trainee that it hosts from time to time based on the relevant legislation, industrial awards, enterprise agreement and site agreements;

"Apprentice" means a person whom FHR has undertaken to train under a training agreement;

"Apprentice/Trainee" means an apprentice or a trainee as the case may be.

"Apprenticeship/Traineeship" means a form of structured entry level training which consists of training delivered under a formal training agreement in accordance with a mutually agreed training plan involving structured on the job training and may involve structured off the job training as well;

"Business Day" means any day other than a Saturday, Sunday or Public Holiday in the State that the Host Employer is located within;

"Charge Out Rate" means the Charge Out rate specified and as varied from time to time; "Charges" means income tax (PAYG withholding) payments, superannuation, Payroll Tax, worker's compensation, TAFE fees, leave entitlements and the costs of provision of ATO payment summary;

"Group Training Organisation" means an organisation providing a group training service to apprentices, trainees and employers;

"GST" means Goods and Services Tax imposed by the A New Tax System (Goods and Services Tax) Act 1999;

"Host" means the placement of any Apprentice/Trainee with the Host Employer;

"Host Employer" means the person named and described as the Host Employer in the Application to Host Apprentice/ Trainee and Obtain Credit and includes all related and associate persons within the meaning of the Corporations Act 2001(Cwth) and its directors, officers and employees;

"Host Fee" means such fee as is invoiced by FHR to the Host Employer based on the time sheets delivered to FHR from time to time and includes the Charge Out Rates, Allowances, overtime and penalties;

"Legislation" includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by law whether commonwealth, state, territory or local;

"FHR" means Unidex Consulting Pty Ltd, A.C.N.097 510 926, of Level 1, 180 Whitehorse Road in the State of Victoria; "State" includes reference to a Territory where applicable;

"Tax Invoice" has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999;

"Trainee" means a person whom FHR has undertaken to train under a training agreement.

9.2. In the Agreement:

- a) headings are inserted for convenience only and do not affect the interpretation of the Agreement; and unless the context otherwise requires;
- b) words importing the singular include the plural and vice versa;
- c) a word importing a gender includes the other gender;
- d) a reference to a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), an organisation, a government and a government authority or agency;
- e) a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns;
- f) a reference to a part, clause or party is a reference to a part or clause of, or a party to, the Agreement;
- g) a reference to the Agreement includes any schedules, annexures, exhibits or attachments to the Agreement;
- h) a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation;
- i) if the day on which anything is to be done is not a Business Day it shall be done on the next Business Day; and
- j) a reference to "\$" or dollars means Australian dollars and a reference to payment means payment in Australian dollars