



**BEMPLOYED
TERMS AND CONDITIONS**

bemgroup.com.au
Break Even Mining Pty Ltd
ABN 44 099 517 843

1. These “**Terms and Conditions**” form the basis for Casual or Fixed Term employment. Once signed, it will be legally binding.
2. **Interpretation** – the “Employer” will mean BEMPLOYED PTY LTD.
the “Employee” will mean the person/individual/nominee employed on either a Casual or Fixed Term contract.
the “Client” will mean the company/business that BEMPLOYED PTY LTD are contracting/supplying “Casual or Fixed Term labour to.
3. **Candidates** – BEMPLOYED PTY LTD will source potential candidates in accordance with instructions from the Client’s nominated representative.
BEMPLOYED PTY LTD will personally interview all potential candidates.
BEMPLOYED PTY LTD will supply a list of the potential candidate’s credentials for the “Client” to peruse and choose from if required.
BEMPLOYED PTY LTD will do their utmost to find potential candidates and will advise the “Client” within 24 hours if a vacancy cannot be filled.
BEMPLOYED PTY LTD understand the construction industry and would be grateful if as much notice as possible could be given of the “Client’s” requirements whenever possible.
BEMPLOYED PTY LTD will make all reasonable efforts to select and place the appropriate “Employee” to perform the duties required by the Client. If the Client is not satisfied with the “Employee” and the said “Employee” is unable or fails to perform his/her duties, the “Client” must notify BEMPLOYED PTY LTD immediately. BEMPLOYED PTY LTD will replace the said “Employee” at the earliest opportunity.
4. **Invoicing** – The “Employee” will be required to fill out a weekly timesheet detailing all hours worked in that pay period. At the end of the pay period, this timesheet will be presented to the “Client’s” nominee for approval and signing. The “Client” will then send the approved/signed timesheet to BEMPLOYED PTY LTD for processing. This approved/signed timesheet will be authority to issue invoices for the services provided to the “Client. Payment terms for invoices issued by BEMPLOYED PTY LTD will be in accordance with the period stated in the Client Schedule.
5. **Statutory Charges** – Hourly rates quoted are inclusive of Statutory Charges for Payroll Tax, Workers Compensation and Superannuation. BEMPLOYED PTY LTD reserves the right to amend the fees if statutory charges change or additional statutory charges are imposed on BEMPLOYED PTY LTD. All rates quoted are exclusive of GST.
6. **Hours** – Standard working hours for BEMPLOYED PTY LTD “Employees” are 7.00am to 6.00pm, Monday to Friday. Overtime rates apply after 8 hours. Weekend rates and Night shift rates are applicable.
7. **Variations** – To cover costs of initial engagement, if the “Client” wish to engage the “Employee” on a “full time” basis, there is a minimum 12 week engagement period.
Direct engagement prior to 12 week minimum will incur a \$3000 fee.
After 12 weeks – no charge
8. **OH&S** – BEMPLOYED PTY LTD reserve the right to remove any “Employee” from the workplace if the workplace is deemed unsafe. We also reserve the right to conduct safety inspections of the workplace if an “Employee” is removed from the said site. The “Client” is to provide all necessary project and site specific inductions and OH&S training required by the relevant Workcover Authority legislation in your state prior to the “Employee” commencing work.
9. **Contact Information** – All enquiries in respect of this Agreement should be directed to:
Nigel Pohio, Director
E-mail: nigel@bemgroup.com.au
Tel: 1300 236753
Fax: 07 55349426
Mob: 0402 646464



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CLIENT SCHEDULE

Client Name: _____

Contract Period:

Commencement: _____

Termination: _____

Contractors Name: _____

Client Nominee: _____

Rates: _____

Payment Terms:

Full payment due 14 days from receipt of invoice.

Banking details:

WESTPAC
The Pines Shopping Centre
Elanora QLD 4223
BSB – 034604
Acc – 180 423

Address for Notices:

P.O. Box 226, West Burleigh
QLD 4228

Agreed For and on Behalf of Bemployed Pty Ltd

Name: Nigel Pohio

Title: Director

Signed: _____ Date: _____

Agreed For and on Behalf of (Client)

Name: _____

Title: _____

Signed: _____