

# Hudson On-Hire Employment Agreement ("OEA")

To provide you with a professional service it is important that we achieve a joint understanding of expectations. On acceptance of an assignment or introduction to a Client by Hudson Global Resources (Aust) Pty Limited ("Hudson"), the following terms and conditions will apply. Please note: This agreement does not preclude you from working with other organisations independent of Hudson; we are unable to refer your details to our Clients unless we have a signed copy of the agreement on file; we are happy to discuss this agreement with you.

## Declaration for an On-Hire Employee

You understand and accept the conditions set out in this document and confirm that information given by you to Hudson regarding your employment history, qualifications and education is to the best of your knowledge correct in every detail. You permit Hudson to confidentially refer your details to suitable Client organisations with your prior agreement.

Your Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## 1. Purpose of Agreement

1.1 Under this Agreement Hudson is engaging you as a casual employee and will endeavour to provide you with assignments at Hudson Clients.

## 2. Communication

2.1 If for any reason your availability changes, it is imperative that you inform us. We assume availability unless otherwise notified.

## 3. Client Introduction

3.1 Hudson Consultants will endeavour to introduce you to Client organisations. All Client interviews are to be arranged by, and through, Hudson, and Clients must not be directly approached after we have provided the initial introduction.

3.2 At no time will you directly involve yourself in negotiations between Hudson and its Clients, and you will not approach a Client directly after Hudson has arranged an interview or assignment for you with the Client.

## 4. Commitment

4.1 On acceptance of an assignment, it is expected that you will see it through to completion unless there is a change in specification or suitability. Should such circumstances arise, it is important that Hudson is contacted in the first instance, not the Client, as this allows us to professionally manage the project and the Client relationship.

## 5. Performance of Assignments

5.1 You understand that each assignment is a new period of engagement between yourself and Hudson and cannot be regarded as continuous with any previous assignment you have performed for a Client of Hudson.

5.2 The Client has direct supervision and management of your performance of an assignment, and controls the conditions under which the assignment is performed and the outcome of your performance.

5.3 You are not obliged to accept any assignment offered to you by Hudson, but if you do so, during every assignment you agree to:

- (a) cooperate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- (b) observe any rules and regulations of the Client's organisation, and comply with all Hudson policies and procedures at all times. and
- (c) ensure you are appropriately dressed, punctual and reliable when presenting for assignments with Clients.
- (d) Report any variation to the hours or duties performed on assignment to Hudson.
- (e) Notify Hudson prior to start time if you are unavailable to attend any period of an assignment.

Hudson determines the suitability of on-hire employees for assignments. You understand that while Hudson will endeavour to obtain assignments for you, the casual nature of your engagement means there may be times when there are no suitable assignments available. You also understand that Hudson is not liable to pay you if it does not offer you any assignments, or a particular assignment.

5.4 You understand and agree that although the task and duration of the assignment will be advised at the time of acceptance of an assignment, these may alter during an assignment dependant upon the needs of Hudson or the Client.

## 6. Change in Responsibility

6.1 To ensure that your services are appropriately rewarded, Hudson always reserves the right to renegotiate the terms with the Client should the specification change or the responsibility increase. The Client also has the right to change the brief at any time under the terms of their agreement with Hudson.

## 7. Continued Involvement

7.1 Should you be offered further assignments or a permanent position with any Client, its subsidiaries or associated companies, where Hudson has arranged an assignment, this new assignment or placement must be made through Hudson. This applies for a period of twelve months from completion of any assignment. Where your responsibilities include acquiring additional human resources (contractors, consultants, executives or office staff) on behalf of the Client, these requests should be directed to Hudson in the first instance.

7.2 You agree that, during any period in which you provide services to a Client and for twelve months after any such period, you will not seek assignments or employment with the Client, any company related to the Client or any other person or body to whom you have been introduced by the Client, without first notifying Hudson.

## 8. Legal Relationship and Payment

8.1 The relationship between yourself and Hudson is that of casual employee and employer. In engaging your services, the casual employment relationship is between you and Hudson, and not with the Client to whom you are assigned.

8.2 An hourly, daily, weekly, or monthly rate will be negotiated with you. It is important to ensure that no fee discussion occurs either at interview or during an assignment, with either the Client, its employees, or others engaged on the assignment.

8.3 Your total benefit is inclusive of all legislative entitlements and other entitlements including casual loading, statutory superannuation and may include other salary package components and related taxes incurred by Hudson. Statutory superannuation contributions will be paid into a complying superannuation fund; PAYG tax (or any other substitution) will be deducted at the appropriate rate. As a casual employee you are not entitled to annual leave, sick leave, payment for holidays not worked, redundancy, notice, or payment in lieu of notice.

8.4 Payment is made subject to confirmation by the Client that you have performed satisfactorily.

Payment in Australia dollars is sent by cheque or by EFT on a weekly or fortnightly basis with payment advice posted on the Wednesday after period end. EFT is available for all banks, buildings societies and credit unions. Please note, however, that credit unions need a six-digit BSB number and may experience delays (of up to two days) in receiving funds. Payments by cheque are posted on Wednesdays (receipt of posted cheques cannot be guaranteed). For security reasons and efficiency, we recommend the EFT method of payment.

## 9. Privacy

9.1 You authorise Hudson to use and disclose any of the personal information which you have provided to Hudson for the purpose of obtaining assignments for you with Clients or prospective Clients of Hudson or such other purposes as disclosed in Hudson's privacy policy, a copy of which is available from our offices or may be accessed at [www.hudson.com](http://www.hudson.com). During each assignment with a Client, you must handle all personal information which you collect in the performance of that assignment in accordance with the Privacy Laws.

## 10. Expenses

10.1 You will only be reimbursed for reasonable business expenses incurred by you in performing your assignment duties for a Client and only if you comply with Hudson's and the Client's expense reimbursement policies and procedures. All expense reimbursements must be authorised by the Client.

10.2 You will not be reimbursed for any private expense or any amounts in excess of ATO guidelines. Consistent with ATO guidelines, expenses incurred by you to commute from your home to your Assignment Location is a private expense and is not eligible for reimbursement as a business expense. Any compensation for travel from home to your Assignment Location should be negotiated upfront.

10.3 Additionally, Hudson requires you to submit receipts (original tax invoices) in support of all your business expenses and a travel diary for business travel for 6 or more consecutive nights. If the Client wishes to authorise compensation by way of allowance rather than specific expense reimbursement, then Hudson needs to agree to this arrangement in advance including any tax implications.

10.4 Notwithstanding the Client's authorisation, Hudson reserves the right to reimburse expenses not supported by receipts (tax invoices) or other required documentation as a taxable allowance subject to PAYG withholding or to reimburse an expense only if the Client agrees to pay an additional fee to compensate Hudson for Fringe Benefits Tax and other on-costs associated with the reimbursement.

## 11. Time Sheets

11.1 You understand that you will only be paid for the time you actually work for a Client. You will keep a timesheet of all hours worked for each Client and gain approval for overtime hours prior to being worked. At the end of each week during any period in which you provide services to a Client, you must present the timesheet for inspection and signature by the Client and submit the signed timesheet to Hudson. To ensure timely payment, you understand that you should deliver your timesheet (preferably by the Web Timesheet System) to the Hudson office by 5pm on the Friday of each week. You acknowledge that if you do not submit a signed timesheet, you may not be entitled to payment.

11.2 You agree that any overpayment made to you may at any time be recovered by Hudson by, for example, adjusting your next payment.

11.3 You must provide Hudson with your taxation and bank account details prior to commencing your first assignment, and notify Hudson if those arrangements change at any time.

11.4 You must advise Hudson of your preferred Superannuation fund details, failing which Hudson will utilize a default third party Superannuation fund on your behalf, and confirm the details to you.

## 12. Termination

12.1 An assignment may be terminated by Hudson without notice for any reason, including but not limited to the following situations:

- a) A Client of Hudson to whom you are assigned cancels its contract with Hudson for any reason including unsatisfactory performance or conduct on your part. For the purpose of this clause, the Client shall be deemed to have cancelled its contract with Hudson if it has requested your replacement; or
- b) You are convicted of an offence punishable by imprisonment; or
- c) You breach any of the terms of this Agreement.

No fee shall be payable to you beyond the date termination takes effect.

## 13. Confidentiality & Intellectual Property

13.1 You will sign all necessary documents and do all things necessary immediately at the Client's request to establish and protect any of the Client's rights in the Client's Confidential Information and Intellectual Property and to pass on any Intellectual Property you create during an assignment to the Client. You understand and agree that the Client owns any Intellectual Property.

13.2 You will not disclose to any third party or use, for your own or anyone else's benefit, any Confidential Information or Intellectual Property belonging to Hudson or the Client or any related body corporate.

13.3 You understand that "Confidential Information" includes information relating to the Client, or any company related to the Client, that can reasonably be regarded as confidential, being information not in the public domain or known to competitors, and any other information that you are given or which comes to your knowledge during any period during which you provide services to a Client that you are told is confidential or which a reasonable person would expect to be.

13.4 You understand that "Intellectual Property" includes ideas, designs, drawings, inventions and copyright in any works, documents or other items of the Client, or that you conceive, create, develop or make on behalf of the Client during any period in which you provide services to a Client.

13.5 Hudson does not permit nor condone plagiarism or the unauthorised copying of the works of others. Any material you are asked to produce must be original work or based on source documents and precedents supplied by the Client organisation. You must not under any circumstances copy in whole or in part the work of any other person without express written permission to do so. If at any time during any assignment, you are unsure of your responsibilities, or the appropriate course of action Hudson should be contacted.

13.6 Confidentiality Statement - It is a condition of acceptance of any assignment that you agree not to divulge any learned information or trade secrets, or sighted documentation, to anyone outside the Client organisation, without the express permission of the Client. You acknowledge that no rights or claims to any intellectual or commercial property will be acquired by reason of any assignment through Hudson. You must also agree to indemnify Hudson against any action brought upon Hudson by Clients in regard to these matters.

## 14. Occupational Health & Safety

14.1 You understand that Hudson effects workers' compensation insurance in respect of your assignments, and you agree to advise Hudson of any injury or accident occurring during an assignment within twenty four (24) hours.

14.2 You understand that you must take care at all times to ensure your safety and the safety of your co-workers while performing assignments at the Client's work site, and that you must:

- a) undertake all induction and other training required by Hudson and the Client;
- b) comply with the policies, procedures and directions of Hudson and the Client;
- c) immediately notify Hudson and the Client of any occupational health and safety risks in the performance of your work and actively participate with the Client to implement the appropriate risk control.
- d) only perform tasks requested of you by the Client that you are skilled and trained to perform; and
- e) immediately notify Hudson if there are any changes in the work you are assigned to perform for a Client.
- f) in the event of a work related injury or illness, actively participate in your rehabilitation and return to work programs.

## 15. Additional Obligations

15.1 You understand that you are responsible for the safety and security of your own personal belongings and property during each assignment, and when traveling to and from such assignments.