

LABOUR HIRE TERMS AND CONDITIONS

Version 2 — effective September 2026

GENERAL TERMS AND CONDITIONS

1. Definitions and interpretation

1.1. In these Terms of Engagement, capitalised terms have the following meanings unless otherwise indicated:

Business Day	means a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales.
Claim	means any demand, claim, action, proceeding, judgment, damage, loss, cost expense, or liability incurred by or against a party, however arising and whether present, unascertained, immediate, future or contingent and whether or not arising in relation to matters which occurred in the past.
Commencement Date	means the date on which a Contract commences.
Confidential Information	means any information of a party (in that capacity, the Discloser) (regardless of the form of disclosure or the medium used to store or represent it) and includes all information which: a) relates to any Contract Material; b) is the property of the Discloser or a related company of the Discloser; c) is disclosed in writing, orally or by any other means by the Discloser or its employees, or by any person on behalf of the Discloser to the other party (in that capacity, the Recipient) or the employees or contractors of the Recipient by any means; or d) otherwise comes to the knowledge of the Recipient or its employees or contractors by any means, including through the Recipient's involvement with the Discloser and its business operations. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of a breach of a Contract by the Recipient; (ii) was lawfully in the Recipient's possession before disclosure by the Discloser and free of any confidentiality obligation; (iii) is lawfully received from a third party who is entitled to disclose it; or (iv) is independently developed by the Recipient without reference to the Discloser's Confidential Information.
Contract	means the contract between Goal and the Customer for the provision of Services and includes these Terms of Engagement and all applicable Quotes and Invoices between Goal and the Customer.
Contract Material	means all documents, specifications, drawings, designs, writings, samples, layouts, proposals and other material, in whatever format or embodiment, created or provided by Goal to the Customer under a Contract.
Contracted Staff Member	means a staff member of Goal who performs the Labour Hire Services.
Customer	means the party named in the applicable Quote or Invoice.
Economic Loss	means loss of: revenue, profit, custom, goodwill, overhead recovery, business opportunity, contract, production, loss of use of money or property, loss or payment of financing charges or cost recovery, opportunity cost, payment of liquidated sums, payment of damages (whether under any other agreement or otherwise).
Force Majeure Event	has the meaning given in clause 16.10.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Insolvency Event	means, in relation to a party: a) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; b) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them; c) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;

- d) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- e) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re-amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- f) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- g) that party is an individual, a creditor's petition or a debtor's petition is presented to the official receiver or analogous authority in relation to that party;
- h) an execution or analogous process is levied or enforced against the property of that party;
- i) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- j) that party disposes of, or threatens to dispose of, a substantial part of its assets; or
- k) that party is unable to pay the party's debts as and when they become due and payable.

Intellectual Property Rights

means all present and future rights to:

- a) trademarks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- b) (b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

Invoice

means an invoice for Services issued by Goal to the Customer.

Labour Hire Licensing Laws

means any labour hire licensing or registration legislation applying in a State or Territory in which the Labour Hire Services are performed.

Labour Hire Services

means the labour hire services agreed between the Customer and Goal to be provided to the Customer by Contracted Staff Members under the Labour Hire Services Part of these Terms of Engagement.

Law

means any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

Non-excludable Rights

has the meaning given in clause 10A.1.

Part

means a Part of these Terms of Engagement.

Personal Information

has the meaning given in the Privacy Act 1988 (Cth).

Placement Fee

means the applicable fee specified in clauses 8.5 and 8.6.

Price

means the amount payable by the Customer to Goal for the performance of a Service.

Quote

means a job quotation issued by Goal to the Customer in relation to a request for Services.

RLHA Order

means a regulated labour hire arrangement order made under Part 2-7A of the Fair Work Act 2009 (Cth).

Schedule of Rates

means the applicable Goal schedule of rates for a relevant Service as amended from time to time.

Service

means any service performed by Goal for the Customer.

Site

means the location at which the Labour Hire Services will be performed.

Term

means the term of a Contract as described in clause 3.

Terms of Engagement

means these Terms and Conditions of Engagement including all Parts.

WHS Legislation

means the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW), and the corresponding work health and safety legislation of any other State or Territory in which the Labour Hire Services are performed.

- 1.2. In these Terms and Conditions of Engagement, unless the context otherwise requires:
 - (a) **(headings)** headings are for convenience only and do not affect interpretation;
 - (b) **(singular)** the singular includes the plural and vice versa;
 - (c) **(includes)** a reference to "includes" means "includes, but is not limited to";
 - (d) **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (e) **(other entities)** a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
 - (f) **(successors and assigns)** a reference to a Party to a document includes that Party's permitted successors, assigns, administrators and substitutes;
 - (g) **(rules of construction)** no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of a Contract;
 - (h) **(joint and several)** an agreement on the part of 2 or more persons binds them jointly and severally; and
 - (i) **(writing)** a reference to a notice from, consent or approval of a party and agreement between the parties, means a written notice, consent, approval or agreement; and
 - (j) **(legislation)** a reference to legislation includes that legislation as amended, re-enacted or replaced from time to time, and any subordinate legislation made under it.
- 1.3. If there is any inconsistency or conflict between any of the documents forming part of a Contract, those documents will be interpreted in the following order of priority to the extent of the inconsistency or conflict:
 - (a) any written variation signed by both parties;
 - (b) Quote;
 - (c) these Terms of Engagement; and
 - (d) Invoice.
- 1.4. If there is any inconsistency or conflict between any Invoices or Quotes issued to the Customer in connection with a Contract, then the later dated Invoice or Quote takes priority and will apply to the extent of the inconsistency or conflict.
- 1.5. These Terms of Engagement prevail over any terms and conditions the Customer purports to impose or incorporate, including any terms appearing on or referenced in a purchase order, order number, vendor portal, supplier registration form or acknowledgement of order, whether or not Goal has signed, acknowledged or acted upon that document. The issue of an Order Number under clause 2.1 of the Labour Hire Services Part does not incorporate the Customer's terms.

2. Formation of contract

- 2.1. Following receipt of the Customer's request for Services, Goal will issue the customer a Quote that sets out:
 - (a) The estimated Prices for the requested Services calculated with reference to the applicable Schedule of Rates; and
 - (b) Any other relevant details or information regarding the requested Services.
- 2.2. The Customer's acceptance of a Quote also constitutes:
 - (a) Acceptance of these Terms of Engagement and their application to the Services supplied or sold to the Customer by Goal; and
 - (b) Formation of the Contract between the Customer and Goal.
- 2.3. Each accepted Quote constitutes a separate Contract for Services between the Customer and Goal which incorporates these Terms of Engagement.
- 2.4. The Commencement Date for a Contract will be the earlier of:
 - (a) The date on which the Customer notifies Goal that it accepts the first Quote issued by Goal; or
 - (b) The date on which the first work is performed and acknowledged by the parties.

3. Term

- 3.1. A Contract commences on the Commencement Date and will continue until completion of all applicable Services unless terminated earlier in accordance with the Contract.

4. Services

- 4.1. Subject to the Customer's payment of all applicable Invoices, Goal will provide Services to the Customer in accordance with the applicable Contract.
- 4.2. Goal may, without penalty or liability to the Customer, refuse to provide any part or all of the Services if, in its reasonable opinion, providing the relevant part or all of the Services may present a safety hazard for any person involved in providing the Services.
- 4.3. Any times for the performance of Services made known to, or requested by, the Customer are estimates only and Goal will not be liable for any Claim for late or non-performance to the extent that:
 - (a) Goal is ready to perform Services in accordance with the applicable Quote, but the Customer is unable or unwilling to allow Goal to commence performance of the Services; or
 - (b) The performance of the Services is delayed or suspended for any reason other than the default of Goal.
- 4.4. Where performance is delayed or suspended in the circumstances described in clause 4.3, Goal may provide an Invoice for, and the Customer must pay, Goal's reasonable costs and expenses of the delay or suspension.

5. Contract material prepared by Goal

- 5.1. Goal will prepare Contract Material:

- (a) In connection with its performance of the relevant Services in accordance with the applicable Contract;
 - (b) Based on the Customer's instructions and information provided by or on behalf of the Customer;
 - (c) Taking into account information known to Goal at the issue date of, or any earlier effective date specified in, the relevant Contract Material (**Effective Date**); and
 - (d) Solely for the specific purpose set out in the agreed scope of work to which a Contract applies or otherwise confirmed in writing by Goal (**Agreed Purpose**).
- 5.2. Without prejudice to any other exclusion or limitation of liability in any Contract and to the maximum extent permitted by Law (and subject always to clause 10A), neither Goal nor any of its employees, agents or contractors will accept any liability or responsibility of any kind arising out of or in connection with:
- (a) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by any person other than the Customer;
 - (b) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by the Customer for any purpose other than the Agreed Purpose;
 - (c) Reliance on inaccurate or misleading information provided by the Customer or on the Customer's behalf or obtained from any third-party source, except to the extent it is not reasonable in all the circumstances for Goal to rely on that information; or
 - (d) Any fact or circumstance arising after the Effective Date.

6. Payment

- 6.1. Subject to any other payment terms specified in a subsequent Part of these Terms of Engagement or a Contract, the Customer must pay Goal all amounts stated in an Invoice within 30 days of the date of the Invoice.
- 6.2. The Customer authorises Goal to complete and submit all documentation on behalf of the Customer required to enable payment through any credit card (if available) or direct debit system. Where a surcharge is permitted by Law and by the rules of the applicable card scheme, Goal may charge a surcharge which does not exceed Goal's reasonable cost of accepting that payment method, and which is notified to the Customer before the payment is processed. Goal reserves the right to refuse payment by credit card, including where payment is not made in accordance with any Part of these Terms of Engagement or otherwise in accordance with the applicable Contract.
- 6.3. The Customer must pay interest to Goal on any Invoice amount which is overdue at the rate of 4% per annum above the Reserve Bank of Australia cash rate target applying on the due date, calculated daily on a simple basis from the date the amount became due until the date it is paid. Goal may also recover its reasonable costs of recovery, including debt collection agency fees and legal costs on a solicitor and own client basis.
- 6.4. All prices exclude GST unless otherwise expressly specified in an Invoice, and the Customer must pay all GST on the Price. If GST is payable on a supply made under a Contract, the recipient must pay to the supplier, in addition to the consideration, an amount equal to the GST, at the same time as the consideration is payable and against delivery of a valid tax invoice. If a party is entitled to be reimbursed for an expense under a Contract, the amount reimbursed is net of any input tax credit available to that party.
- 6.5. If any amount is overdue by more than 14 days, Goal may, on written notice and without liability to the Customer, suspend the supply of all or part of the Labour Hire Services until the overdue amount and any interest is paid in full.
- 6.6. The Customer must pay all amounts due under a Contract in full without set-off, counterclaim or deduction. Goal may set off any amount owing by the Customer to Goal against any amount owing by Goal to the Customer.

7. Intellectual property rights

- 7.1. Subject to clause 7.1A, all Intellectual Property Rights in relation to all Contract Material:
 - (a) Produced by Goal in connection with a Contract immediately vests in Goal; or
 - (b) Which is otherwise disclosed or made accessible by Goal to the Customer remains the sole property of Goal.
- 7.1A The Customer retains all Intellectual Property Rights in any materials, data or information it provides to Goal, and nothing in a Contract transfers those rights to Goal.
- 7.2. Subject to the Customer's payment of all Invoices in accordance with a Contract, Goal grants the Customer a perpetual, irrevocable, non-exclusive, royalty-free, non-transferrable licence to use the Contract Material for the Agreed Purpose.

8. Non-poach

- 8.1. The Customer must not employ or solicit the employment of any individual member of Goal's employees (including any Contracted Staff Member) while they are engaged in the performance of the Services or within 6 months following completion of the Services.
- 8.2. If any of Goal's employees cease to work for Goal as a result of the Customer's breach of clause 8.1, the Customer must:
 - (a) pay Goal the applicable Placement Fee; and
 - (b) allow any further reasonable time that may be required by Goal to replace the individual employee of Goal in relation to the provision of the Services.
- 8.3. The parties agree that the Placement Fee is a fair and reasonable fee for the permanent placement service that Goal has provided, and a genuine pre-estimate of the loss Goal suffers through the loss of the opportunity to supply that individual's services. It is not a penalty.
- 8.4. If Goal is unable to perform the Services due to the Customer's breach of clause 8.1, then Goal may:
 - (a) suspend performance of the Services until such time as the individual employee is replaced; and
 - (b) provide the Customer an Invoice for, and the Customer must pay, the reasonable costs and expenses of the suspension.

- 8.5. The Placement Fee is calculated as a percentage of the Goal employee's total annual remuneration (salary plus superannuation and other benefits e.g. vehicle) in accordance with the following fee schedule, where the period stated is the period of that employee's continuous engagement in performing Services for the Customer:

Remuneration and Placement Fee — 6 months or less	
\$0 - \$99,999	25%
\$100,000+	28%

Remuneration and Placement Fee — More than 6 months	
\$0 - \$99,999	18%
\$100,000+	22%

9. Staff member performance concerns

- 9.1. The Customer should advise Goal as soon as is practical if it is not satisfied with the work, performance of service or behaviour of Goal staff.

10. Indemnity

- 10.1. The Customer indemnifies Goal and its officers, employees and agents from and against all Claims that may arise as a result of or in connection with:
- (a) A breach of a Contract (including a breach of warranty) by the Customer or its officers, employees and agents;
 - (b) Any unlawful act of the Customer or its officers, employees and agents;
 - (c) Any improper, careless or negligent act or omission of the Customer or its officers, employees and agents.
- 10.2. The indemnity in clause 10.1 is reduced proportionately to the extent that the relevant Claim is caused or contributed to by Goal or its officers, employees, agents or contractors, and does not extend to any monetary penalty in respect of which an indemnity is prohibited by Law, including any penalty under the WHS Legislation.

10A. Non-excludable rights

- 10A.1 Nothing in these Terms of Engagement excludes, restricts or modifies any guarantee, warranty, term, condition, right or remedy conferred on the Customer by the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) or by any other Law, where to do so would be unlawful or would render any provision void or unenforceable (**Non-excludable Rights**).
- 10A.2 Every other provision of these Terms of Engagement is to be read subject to clause 10A.1.
- 10A.3 Where Goal is liable under a Non-excludable Right and the Services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Goal's liability is limited, at Goal's election, to the resupply of the Services or the payment of the cost of having the Services resupplied, but only to the extent that such a limitation is fair and reasonable under section 64A of the Australian Consumer Law.

11. Exclusion of warranties

- 1.1 Subject to clause 10A, and to the maximum extent permitted by Law, Goal excludes all warranties and conditions in relation to Services that are implied by Law and that are capable of being excluded.
- 1.2 Subject to clause 10A, to the extent that a term implied by Law cannot be excluded, Goal's liability to the Customer for a breach of a Contract or any defective Service is limited (at Goal's option) to supplying the Services again or paying the cost of having the Services supplied again.
- 1.3 Subject to clause 12.3, despite any other provision of a Contract and to the fullest extent permitted by law, neither party will be liable to the other for any amount, liability or other Claim in connection with the Contract to the extent that the amount, liability or Claim is for Economic Loss or any special, indirect or consequential loss.

12. Limitation of liability

- 12.1. Nothing in this clause 12 limits the Customer's responsibility for the direction, control and supervision of Contracted Staff Members under clause 2.2A of the Labour Hire Services Part.
- 12.2. Subject to clause 12.3, notwithstanding any other provision of a Contract, each party's total aggregate liability to the other in connection with the Contract, whether in contract, tort (including negligence), under statute or otherwise, is limited to an amount equal to the Price payable under that Contract.
- 12.3. Clauses 11.3 and 12.2 do not apply to:
- (a) any liability that cannot be limited or excluded by Law, including under Non-excludable Rights;
 - (b) liability for death or personal injury caused by the negligence of a party;
 - (c) liability arising from fraud or wilful misconduct;
 - (d) breach of clause 13 (Confidentiality);
 - (e) any liability of Goal for wages, superannuation, payroll tax or other statutory employment entitlements of Contracted Staff Members; or

(f) the Customer's obligation to pay the Price.

13. Confidentiality

- 13.1. Each Recipient covenants with the Discloser that it:
- (a) Will only use the Confidential Information for the purpose of performing its obligations or exercising its rights under a Contract, or as otherwise approved by the Discloser in writing; and
 - (b) Will not disclose, or permit to be disclosed Confidential Information to any person without the prior written consent of the Discloser, except:
 - 1) As required by Law; or
 - 2) To its officers, employees, professional advisers, insurers and auditors, and to bona fide independent consultants or advisors, provided they are subject to equivalent confidentiality obligations.
- 13.2. The Recipient must, upon written request by the Discloser, and in any event at the end of the Term, return or destroy, at the Discloser's election, all Confidential Information including all copies and duplicates in whatever form, except that the Recipient may retain copies required to be retained by Law or by professional standards, or created by automated backup or archiving systems, provided that the obligations in this clause 13 continue to apply to those copies.
- 13.3. Nothing in this clause 13 derogates from any obligation which the Recipient may have either under the Privacy Act 1988 (Cth) or equivalent state laws as amended from time to time, or under a Contract, in relation to the protection of personal information.
- 13.4. This clause 13 survives the expiration, termination or frustration of a Contract.

14. Termination

- 14.1. Goal may terminate a Contract:
- (a) At any time without cause or liability to the Customer by giving 30 days prior written notice of termination; or
 - (b) Immediately by written notice if:
 - 1) The Customer breaches the Contract and has failed to remedy the breach within 14 days of being notified of the breach by Goal;
 - 2) The Customer commits an irremediable breach of the Contract; or
 - 3) The Customer experiences an Insolvency Event.
- 14.1A The Customer may terminate a Contract:
- (a) at any time without cause by giving 30 days prior written notice, in which case the Customer must pay for all Labour Hire Services performed up to the date of termination, together with Goal's reasonable costs that were unavoidably committed before the notice was given; or
 - (b) immediately by written notice if Goal breaches the Contract and fails to remedy the breach within 14 days of being notified, commits an irremediable breach of the Contract, ceases to hold a licence required under clause 2.0 of the Labour Hire Services Part, or experiences an Insolvency Event.
- 14.2. On termination of a Contract for any reason, the Customer must immediately return to Goal all property of Goal or of any Contracted Staff Member that is in its possession or control, and must give Contracted Staff Members a reasonable opportunity to remove their personal property from the Site.
- 14.3. On expiry or termination of a Contract:
- (a) each party must deal with the other's Confidential Information in accordance with clause 13.2;
 - (b) the Customer must pay all amounts due for Labour Hire Services performed up to the date of termination;
 - (c) the accrued rights and remedies of each party are unaffected; and
 - (d) the clauses listed in clause 16.5 survive.

15. Dispute resolution

- 15.1. If an issue, dispute or difference between or among any of the parties arises out of, or in relation to, a Contract (**Dispute**), a party to the Dispute (**Disputant**) must not commence any court proceedings in relation to the Dispute unless the Disputants have complied with this clause 15 except where a Disputant seeks urgent interlocutory relief.
- 15.2. A Disputant may give written notice (**Notice of Dispute**) to the other Disputants specifying:
- (a) The nature of the Dispute;
 - (b) The alleged basis of the Dispute; and
 - (c) The position which the Disputant issuing the Notice of Dispute believes is correct.
- 15.3. If the Dispute is not resolved within 7 days after the last date on which a Notice of Dispute is given, each Disputant must nominate a suitable senior executive as its representative with the authority to settle the Dispute.
- 15.4. If the Dispute is not resolved within 21 days of referral to senior executives under clause 15.3, the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of New South Wales, and unless otherwise agreed in writing by the parties, the President of the Law Society of New South Wales (or the President's nominee) will select the mediator and determine the mediator's remuneration.
- 15.5. If the Dispute is not resolved within 60 days after the date on which the Notice of Dispute was given, any Disputant may commence court proceedings in relation to the Dispute.

16. General

- 16.1. No amendment to a Contract will be binding on any party unless made in writing properly and duly executed by the party.

- 16.2. The failure of Goal to exercise any right arising as a result of a breach by the Customer of a Contract will not waive that right, nor will any practice developed between the parties waive or lessen Goal's rights under the Contract.
- 16.3. The Customer must not assign, novate or otherwise encumber its rights under a Contract without Goal's prior written consent, which must not be unreasonably withheld. Goal may assign or novate a Contract to a related body corporate, or in connection with a sale of all or substantially all of its business, on written notice to the Customer. A change in control of a party is not an assignment for the purposes of this clause, but each party must notify the other of any change in its control within 10 Business Days.
- 16.4. A Contract will be construed in accordance with the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 16.5. The following clauses survive the expiry or termination of a Contract: clause 6 (Payment), clause 7 (Intellectual property rights), clause 8 (Non-poach), clause 10 (Indemnity), clause 10A (Non-excludable rights), clause 11 (Exclusion of warranties), clause 12 (Limitation of liability), clause 13 (Confidentiality), clause 14.3 (Consequences of termination), clause 15 (Dispute resolution), clause 16 (General) and clause 17 (Privacy), together with clauses 6 and 7 of the Labour Hire Services Part and any other clause which by its nature is intended to survive.
- 16.6. If any provision of a Contract is, for any reason, considered or found by a court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract. The remainder of the provisions of the Contract will remain in full force and effect unless the basic purpose of the Contract is defeated.
- 16.7. Any person signing or purporting to sign a document on behalf of the Customer warrants that they have the authority of the Customer to sign and indemnifies Goal against all losses incurred if that person does not have such authority.
- 16.8. If the Customer is more than one person, the Customer is jointly and severally liable under a Contract.
- 16.9. **(Notices)** A notice under a Contract must be in writing and delivered by hand, sent by prepaid post, or sent by email to the address or email address most recently notified by the recipient. A notice is taken to be received: if delivered by hand, on delivery; if sent by post, on the third Business Day after posting; and if sent by email, at the time the email enters the recipient's information system, unless the sender receives an automated non-delivery message. A notice received after 5.00pm or on a day that is not a Business Day is taken to be received at 9.00am on the next Business Day.
- 16.10. **(Force majeure)** Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay money) to the extent that the failure or delay is caused by an event beyond its reasonable control, including an act of God, natural disaster, fire, flood, storm, epidemic or pandemic, war, terrorism, civil disturbance, government action or restriction, failure of a utility or telecommunications service, or industrial action other than industrial action confined to that party's own workforce (a **Force Majeure Event**). The affected party must notify the other promptly and use reasonable endeavours to mitigate its effect. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Contract on 14 days written notice.
- 16.11. **(Entire agreement)** A Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior representations, negotiations and understandings, other than any representation made fraudulently or any liability that cannot be excluded by Law.
- 16.12. **(Electronic execution)** A Contract may be executed and accepted electronically, including by electronic signature, and may be executed in counterparts. The parties consent to the use of electronic communications for the purposes of the Electronic Transactions Act 2000 (NSW) and, where applicable, sections 126 and 127 of the Corporations Act 2001 (Cth).
- 16.13. **(No partnership or agency)** Nothing in a Contract creates a partnership, joint venture, agency or fiduciary relationship between the parties, and nothing in a Contract makes the Customer the employer of any Contracted Staff Member.
- 16.14. **(Subcontracting)** Goal must not subcontract the supply of Contracted Staff Members to another labour hire provider without the Customer's prior written consent. Where consent is given, Goal remains responsible to the Customer for performance and must ensure the subcontractor holds every licence required under the Labour Hire Licensing Laws.
- 16.15. **(Modern slavery and anti-bribery)** Each party must comply with all applicable Laws relating to modern slavery, human trafficking, bribery and corruption, including the Modern Slavery Act 2018 (Cth) where it applies to that party, and must provide the other with the information it reasonably requires to prepare a modern slavery statement or to respond to a regulator.

17. Privacy

- 17.1. Each party must comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles and any applicable State or Territory privacy or health records legislation in respect of Personal Information handled in connection with a Contract.
- 17.2. Goal collects Personal Information to provide the Services the Customer has requested, to administer the Contract, to meet its obligations as employer of Contracted Staff Members, and to comply with its legal obligations. Goal's handling of Personal Information is governed by Goal's Privacy Policy, available at www.goalgroup.com.au.
- 17.3. The Customer must handle Personal Information about Contracted Staff Members only for the purpose of receiving the Labour Hire Services and meeting its obligations under the WHS Legislation, must not disclose it to any third party without Goal's prior written consent or as required by Law, and must return or destroy it at the end of the Term.
- 17.4. Each party must notify the other as soon as practicable, and in any event within 48 hours, of becoming aware of any actual or suspected eligible data breach affecting Personal Information handled under a Contract, and must cooperate with the other in assessing, containing and responding to that breach, including in relation to any notification required under Part IIIC of the Privacy Act 1988 (Cth).
- 17.5. Goal will only send the Customer marketing communications where permitted by the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth). Every such communication will identify Goal and contain a functional unsubscribe facility, and the Customer may opt out at any time by contacting Goal.
- 17.6. This clause 17 survives the expiry or termination of a Contract.

18. Minimum charges

- 18.1. A minimum charge of 4 hours at the associated rate will apply for all site work, unless otherwise agreed and confirmed in writing.

- 18.2. A minimum of 8 hours will be charged for all work conducted where overnight accommodation is required, unless otherwise agreed and confirmed in writing.
- 18.3. Administration reasonably undertaken by Goal in connection with the Services will be charged at cost plus 10%.

19. Establishment costs including inductions

- 19.1. All costs associated with site inductions etc will be charged to the Customer at cost plus 10%. The Customer will also be charged the appropriate hourly rate set out in the applicable Contract for the time taken to complete the inductions.

20. Travel, accommodation and vehicle expenses

- 20.1. Travel time to and from the Customer's Site will be charged to the Customer at the applicable hourly rate set out in the Schedule of Rates, and will be calculated based on the travel time between the Customer's Site and:
 - (a) The employee's normal place of work; and
 - (b) If the employee is working away, the employee's place of accommodation
- 20.2. Travel (air fares, hire car etc), accommodation and meal costs will be charged to the Customer at cost price plus 10%. At times Goal will apply the ATO Tax Determination in relation to reasonable travel and overtime meal allowance expenses to reimburse employees for travel and accommodation and that amount will be charged to the Customer at cost plus 10%.
- 20.3. In addition to travel time charged at applicable hourly rates, travel using a Goal vehicle exceeding a 70km radius from the employee's normal place of work or accommodation (as the case may be) will be charged to the Customer at the rate specified in the Schedule of Rates, which Goal will review annually by reference to the cents per kilometre rate determined by the Commissioner of Taxation, per kilometre.
- 20.4. The rates described in this clause 20 do not include site vehicles. A daily rate will apply to site vehicles based on the vehicle type and the nature of the Customer's use of the vehicle, as set out in the Schedule of Rates.

LABOUR HIRE SERVICES

1. Application

- 1.1. The provisions described below apply to a Contract if the Customer has accepted a Quote for the purchase of, or otherwise has agreed in writing to purchase, Labour Hire Services from Goal.

2.0 Labour hire licensing

- 2.0.1 Goal warrants that it holds, and will maintain for the Term, each licence required under the Labour Hire Licensing Laws in each State or Territory in which it supplies Contracted Staff Members to the Customer.
- 2.0.2 Goal will, on written request, provide the Customer with its licence number and evidence of the currency of each such licence within 7 days.
- 2.0.3 Goal must notify the Customer within 2 Business Days if any such licence is suspended, cancelled, surrendered, refused or made subject to a condition that affects Goal's ability to supply Contracted Staff Members to the Customer.
- 2.0.4 If Goal ceases to hold a licence required under the Labour Hire Licensing Laws in a relevant jurisdiction, the Customer may suspend or terminate the affected Contract immediately by written notice and without liability, and Goal must immediately cease supplying Contracted Staff Members in that jurisdiction.

2. Labour Hire Services

- 2.1. Goal will not commence performing Labour Hire Services until a valid company Order Number is received from the Customer. The issue of an Order Number is an administrative step only and does not vary these Terms of Engagement.
- 2.2. Goal will exercise due care and skill in recruiting, screening and selecting Contracted Staff Members, and will use all reasonable efforts to supply Contracted Staff Members with the appropriate skills and the qualifications, licences and clearances specified in the Quote to perform the Labour Hire Services. Goal will verify those qualifications, licences and clearances before supply and will provide evidence to the Customer on request.
- 2.2A Contracted Staff Members are at all times employees of Goal, but perform the Labour Hire Services under the Customer's day-to-day direction, control and supervision. Subject to clause 2.2 and to clause 10A of the General Terms and Conditions, Goal is not responsible for the manner in which the Customer directs, controls or supervises a Contracted Staff Member, or for any work performed outside the scope notified to Goal under clause 2.6.
- 2.3. Goal will supply Contracted Staff Members in a fashion that is as timely to the Customer's needs as is reasonably practical.
- 2.4. Goal may replace a Contracted Staff Member from time to time with other staff who are suitably qualified. Goal will endeavour to provide notice of such replacement where practicable.
- 2.5. By requesting the Labour Hire Services, the Customer accepts the rates set out in the applicable Schedule of Rates. The Customer agrees to pay the applicable rate set out in the Schedule of Rates for each hour or part thereof worked by each Contracted Staff Member who performs the Labour Hire Services. An authorised member of the Customer's staff will be required to validate Goal Contracted Staff Member timesheets. Validation indicates satisfaction with the work completed. The Customer must validate or dispute a timesheet within 3 Business Days of receipt, failing which the timesheet is taken to be validated.
- 2.6. The Customer must immediately notify Goal if it intends to change the scope or nature of the Labour Hire Services, prior to the Contracted Staff Member commencing the changed Labour Hire Services, so that Goal can ensure the Contracted Staff Member has the appropriate skills and training to perform the changed Labour Hire Services and so that an appropriate risk assessment can be performed on the relevant site. Goal reserves the right to change the hourly rate of a Contracted Staff Member to one appropriate to the nominated skill requirement and to adjust the Schedule of Rates accordingly, on prior written

notice to the Customer. If the Customer does not accept the adjusted rate, it may decline the change of scope or terminate the affected Contract on 14 days written notice.

- 2.7. Goal will arrange for all Contracted Staff Members to execute a confidentiality agreement in such form and in a timeframe reasonably required by the Customer.
- 2.8. The Customer acknowledges that Contracted Staff Members have a right to disconnect under section 333M of the Fair Work Act 2009 (Cth). The Customer must not require or unreasonably expect a Contracted Staff Member to monitor, read or respond to contact outside their working hours, and must direct any such request to Goal.
- 2.9. If a Contracted Staff Member becomes entitled to convert to permanent employment, or makes an employee choice notification, under the Fair Work Act 2009 (Cth), Goal will notify the Customer and the parties will discuss in good faith the effect on the applicable rates and the continued supply of that person.

3. Contracted Staff Member performance concerns

- 3.1. The Customer should advise Goal as soon as is practical if it is not satisfied with the performance of the Labour Hire Services, or the behaviour of a Contracted Staff Member.
- 3.2. The Customer must only communicate directly with a Contracted Staff Member in relation to their performance or behaviour issues if:
 - (a) their performance or behavioural issues are of a life threatening or serious nature; and
 - (b) the Customer immediately notifies Goal with full details of what was communicated to the Contracted Staff Member.
- 3.3. The Customer must not:
 - (a) issue a Contracted Staff Member with any form of disciplinary action;
 - (b) purport to terminate the employment of a Contracted Staff Member with Goal; or
 - (c) alter the remuneration, hours or conditions of employment of a Contracted Staff Member.
- 3.4. Any matter referred to in clause 3.3 must be raised with Goal, which remains solely responsible for the employment of Contracted Staff Members.

4. Independent contractors

- 4.1. The Customer may from time to time ask Goal to arrange the engagement of an independent contractor. Any such engagement is subject to a separate written agreement between Goal, the Customer and the contractor, which must be executed before the contractor commences work, and a copy of which will be provided to the Customer on request.
- 4.2. Whether a person is an employee or an independent contractor is determined by reference to the real substance, practical reality and true nature of the relationship, in accordance with section 15AA of the Fair Work Act 2009 (Cth). Nothing in a Contract is intended to characterise a relationship contrary to that section, and the Customer must not direct or supervise an independent contractor in a manner inconsistent with the terms of that person's engagement.

5. Invoicing

- 5.1. Unless otherwise agreed in writing, Goal will invoice the Customer for Labour Hire Services monthly for work in progress and final payments.

6. Liabilities and indemnities

- 6.1. Subject to clause 2.2 and clause 10A of the General Terms and Conditions, Goal is not liable for, and the Customer releases Goal from all loss or liability that may arise in respect of, all acts or omissions of Contracted Staff Members occurring while the Contracted Staff Member is under the Customer's direction, control and supervision, including any act or omission that occurs while a Contracted Staff Member is:
 - (a) performing professional, health care, scientific, engineering, blue collar, technical or similar services;
 - (b) performing Labour Hire Services in workplaces which are unattended or have inadequate or inappropriate internal controls or safeguards;
 - (c) handling cash, negotiable instruments, valuables, merchandise or any other property of value;
 - (d) operating, and referred by Goal, as independent operating contractors; or
 - (e) assigned to payroll activities.
- 6.2. Without limiting clause 6.1 above, the Customer receives Contracted Staff Members at its sole risk and releases Goal and Contracted Staff Members from all claims or liability for the loss or damage to property owned, operated or leased by the Customer and property otherwise in its custody, care or control, including motor vehicles and their contents, except to the extent that the loss or damage is caused by the fraud or wilful misconduct of Goal or a Contracted Staff Member.
- 6.3. The Customer indemnifies Goal against all claims, costs, liabilities, damages or losses suffered or incurred as a result of:
 - (a) A breach of a Contract by the Customer or its employees without limitation including any termination of employment of a Contracted Staff Member;
 - (b) any act or omission by the Customer, its employees or agents; or
 - (c) any breach of work health and safety laws, including but not limited to incidents involving contaminants, pollutants and hazardous substances.
- 6.3A The indemnity in clause 6.3 is reduced proportionately to the extent that the relevant claim is caused or contributed to by Goal, its personnel or a Contracted Staff Member, and does not extend to any monetary penalty imposed under the WHS Legislation or to any other liability in respect of which an indemnity or insurance is prohibited by Law, including under section 272A of the Work Health and Safety Act 2011 (NSW).
- 6.4. To the extent permitted by Law and subject to clause 10A and clause 12.3 of the General Terms and Conditions, Goal's liability for damages that may arise in connection with the Labour Hire Services under contract, tort or under any Law is limited to the

cost of the resupply of all or part of the Labour Hire Services (as appropriate) and excludes all consequential or indirect loss or damage or punitive or exemplary damages.

7. Insurance

- 7.1. Goal will maintain the following insurance policies in relation to Goal and Contracted Staff Members:
 - (a) workers' compensation, in accordance with all relevant Laws;
 - (b) public liability insurance for at least \$10 million; and
 - (c) professional indemnity insurance.
- 7.2. Goal will provide the Customer with evidence of insurance within 14 days if such a request is made by the Customer in writing.
- 7.3. The policies are subject to exclusions and deductibles and may not cover or be available to the Customer in part or at all.
- 7.4. The Customer must not cause Goal to be in breach of the conditions of any insurances through any act or omission on its part.
- 7.5. The Customer must maintain the following insurance policies for the Term, and must provide evidence of currency within 7 days of a written request by Goal:
 - (a) public liability insurance for at least \$10 million; and
 - (b) motor vehicle (including third party personal injury, own damage, third party property damage liability and third-party personal injury gap) for any vehicle operated by a Contracted Staff Member; and
 - (c) workers compensation insurance as required by Law in each jurisdiction in which the Labour Hire Services are performed, including where the Customer is or may be a deemed employer of a Contracted Staff Member under that legislation.

8. Industrial relations and employment

- 8.1. Goal must comply with all legal requirements and the conditions of employment that have been agreed with Contracted Staff Members.
- 8.2. Goal will be responsible for all wages and remuneration payable to Contracted Staff Members, including associated statutory employment costs such as payroll tax and superannuation payments.
- 8.3. The Customer must inform Goal of any awards or agreements applicable to the Site where a Contracted Staff Member is to perform the Labour Hire Services, and must provide Goal with a copy of each enterprise agreement or other industrial instrument covering the Customer's employees who perform work of the kind to be performed by Contracted Staff Members.
- 8.4. If there is any change in the nominated rates of pay applicable to a Contracted Staff Member, then the Customer:
 - (a) must pay Goal the amounts due to that Contracted Staff Member from the applicable date and the proportional change in margin due to Goal; and
 - (b) indemnifies Goal against all claims made by, or on behalf of a Contracted Staff Member that may result from such mandatory change.

8.4A Regulated labour hire arrangement orders (Same Job Same Pay)

- 8.4A.1 The Customer must notify Goal promptly if it becomes aware that an application has been made, or is likely to be made, for an RLHA Order that could cover Contracted Staff Members supplied to the Customer, and must provide Goal with the information and documents Goal reasonably requires to respond to that application.
- 8.4A.2 If an RLHA Order takes effect in relation to Contracted Staff Members supplied to the Customer, the applicable rates in the Schedule of Rates increase, from the date the RLHA Order takes effect, by the amount necessary to meet the protected rate of pay, together with the proportional change in statutory on-costs and Goal's agreed margin.
- 8.4A.3 If the Customer does not accept an increase under clause 8.4A.2, either party may terminate the affected Contract on 14 days written notice, and the Customer must pay for all Labour Hire Services performed up to the date of termination at the increased rates.
- 8.4A.4 Each party must cooperate with the other, and provide such information as is reasonably required, in relation to any application for, variation of, or compliance with an RLHA Order.
- 8.5 The Customer must not do anything that may cause Goal to breach any employment conditions. Goal will supply evidence of statutory compliance with such conditions (where it is available) within 7 days after receipt of a written request.
- 8.6 Goal reserves the right to increase the rates set out in the Schedule of Rates from an effective date from which changes to statutory on-costs or award provisions apply, or from which an RLHA Order takes effect, provided that Goal gives the Customer at least 14 days prior written notice of the increase and of the change that gives rise to it. If the Customer does not accept the increase, it may terminate the affected Contract on 14 days written notice without further liability.
- 8.7 With the Customer's agreement, Goal will review the salaries of Contracted Staff Members who have provided more than 12 months continuous service to the Customer.
- 8.8 The Customer must provide Contracted Staff Members with a suitable and safe workplace that complies with the relevant work health and safety Laws as described in clause 9 of this Part.

9. Work Health and Safety

- 9.0 The parties acknowledge that each of them is a person conducting a business or undertaking for the purposes of the WHS Legislation, that each owes duties under the WHS Legislation that cannot be transferred, delegated or contracted out of, and that they owe a duty to consult, cooperate and coordinate activities with one another so far as concerns Contracted Staff Members. Nothing in a Contract operates to exclude, limit or modify the operation of the WHS Legislation or any duty owed under it, and to the extent that any provision purports to do so, it is severed.
- 9.1. The Customer must ensure that all Contracted Staff Members performing work at the Site are able to comply with all:
 - (a) applicable work health and safety Laws;
 - (b) relevant Australian Standards relating to work health and safety;
 - (c) codes of practice applying to any part of Services; and

- (d) all requirements of the Customer in relation to work health and safety.
- 9.2. The Customer must also provide all supervision, instruction (including inductions) and training necessary to ensure that the Labour Hire Services are performed safely by Contracted Staff Members, including provision of any information and personal protective equipment relating to hazardous substances or other conditions of employment where personal protective equipment is required.
 - 9.3. Prior to a Contracted Staff Member commencing the Labour Hire Services, the Customer must disclose to Goal the full history of all health and safety incidents and accidents of the Customer, including at the Site where the Contracted Staff Member will be performing the Labour Hire Services and any other relevant work health and safety material in relation to the Customer's business. The Customer acknowledges and accepts that Goal will rely on that information when conducting a risk assessment of the Customer's workplace.
 - 9.4. Goal and the Customer will jointly agree on the provision of any training, equipment or workplace changes necessary for the safe performance of the Labour Hire Services by Contracted Staff Members.
 - 9.5. The Customer must notify Goal immediately of any incidents, injuries or non-conformance issues relating to the Labour Hire Services and affecting a Contracted Staff Member and, where required by State or Territory legislation, also notify the relevant authorities.
 - 9.6. The Customer agrees that Goal may visit the Customer's workplace from time to time to review safety arrangements for Contracted Staff Members. The Customer agrees to make any appropriate changes to help reduce the risks in its workplace.
 - 9.7. The Customer acknowledges that Goal does not have day-to-day control of the Customer's workplace and that it relies on the Customer to inform it of potential risks to the health, safety and welfare of Contracted Staff Members. The Customer undertakes and agrees to notify Goal of all potential risks affecting Contracted Staff Members, including any intended change to the scope or nature of the Labour Hire Services.
 - 9.8. Goal encourages its Contracted Staff Members to report any unsafe work conditions to their immediate supervisor. The Customer must immediately notify Goal of all safety risks, including incidents affecting Contracted Staff Members. The Customer must participate in the rehabilitation of Contracted Staff Members who become injured in connection with the performance of the Labour Hire Services.
 - 9.9. Goal has a Drug and Alcohol Policy that prohibits its employees from working under the influence of certain performance inhibiting substances. The Customer undertakes and agrees to notify Goal of potential risks affecting Contracted Staff Members or of any breaches of this policy.
 - 9.10. All Contracted Staff Members commencing work for the Customer must undergo a site induction in accordance with the Customer's requirements prior to performing the Labour Hire Services for the Customer to ensure full understanding of requirements in relation to:
 - (a) emergency procedures including evacuation;
 - (b) rules and schemes
 - (c) adherence to the safe working procedures;
 - (d) site familiarisation; and
 - (e) other site specific sections training as required.
 - 9.11. A Contracted Staff Member may cease or refuse to carry out work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, and neither Goal nor the Contracted Staff Member is liable to the Customer for any consequence of that cessation or refusal.