



LABOUR HIRE TERMS AND CONDITIONS

When referencing “Spark Event Group”, this covers the trading entities of Spark Event Group including Spark Event Management Pty Ltd ABN 38 625 899 130.

1. ENGAGEMENT OF STAFF

- a. The Client acknowledges that the engagement of Spark Event Group will not commence despite the provision of notice until:
 - i. Spark Event Group has provided the Client with a quotation (if requested) for their anticipated fees based on the Client’s stated requirements;
 - ii. the Client has completed the New Client form as required by Spark Event Group (case-by-case basis); and
 - iii. the Client has provided written approval of the supplied quotation
- b. The Client acknowledges that it shall pay a fee for each staff member provided by Spark Event Group in accordance with the quotation provided by Spark Event Group. Where applicable, the minimum daily fee payable to Spark Event Group for each staff member shall be no less than the equivalent of the minimum shift time (three hours - Monday to Saturday for Patrons Services or four hours - Sunday for Patron Services, Monday to Sunday for Ops and Public Holidays) at the hourly fee rate as outlined in the quotation provided by Spark Event Group to the Client.
- c. Clause 1.b. shall apply irrespective of whether the actual hours during which the staff member was engaged by the Client amounted to less than the minimum shift time as outlined in Clause 1.b. This includes briefing, ad hoc roles, uniform pick up and training sessions.

2. OBLIGATIONS OF THE CLIENT

- a. The Client shall ensure that prior to the engagement of services and at all material times during the engagement of services:
 - i. the Client implements appropriate onsite safety plans, Safe Work Method Statements and induction processes, Toolbox meetings, collaborating if required with Spark Event Group in relation to the facilitation of same;
 - ii. the Client takes out and maintains all necessary Public Liability Insurance and Workers Compensation policies as may be required for the services rendered.
 - iii. Spark Event Group is allowed reasonable access to the work site/location in order to verify and ensure compliance with relevant safety procedures, Worksafe and Occupational Health and safety policies and Bullying and Harassment policies;

- iv. The Client must provide any changes to the scope of any assignment immediately to Spark Event Group in writing to ensure communications can be provided to rostered staff. The client acknowledges that Spark Event Group cannot guarantee the same high level of service if changes to the scope of the engagement is provided within 72 hours of the engagement.
 - v. the Client acknowledges that Spark Event Group operate under the Amusement, Events & Recreation award where staff are allowed 20 minutes paid break for every 5 hours of work
- b. The Client acknowledges that Worksafe and Occupational Health and Safety policies may vary in accordance with the jurisdiction in which the engagement of services is to occur and undertakes to ensure compliance with such policies.
 - c. In the event that the Client recruits a Spark Event Group staff into casual, contract, full or part-time employment, then the Client will within 14 days of such recruitment pay Spark Event Group the equivalent of 10% of the Event Staff members or Spark Event Group staff member's salary and if such employment is for a period less than twelve months then the equivalent of the pro rata amount of 10 per centum of the salary if the staff member were continuously employed for a period of twelve months.

3. CANCELLATION SCHEDULE

a. Small Placements:

The below shift requirements outline the terms and conditions relating to that particular staff request. Please note all hours invoiced are paid to the cancelled staff.

Definition: Any request between 3 hours to 200 hours

In the event that the Client cancels the specific engagement of staff for any reason with a requested 3 – 200 hours in consecutive shifts the following shall apply:

- i. Where the Client cancels the nominated shift/s 24 hours or less prior to the scheduled start time, the Client will pay Spark Event Group 100% of the minimum shift time outlined in Clause 1.b.
- ii. Where the Client cancels the nominated shift/s 72-24 hours prior to the scheduled start time, the Client will pay Spark Event Group 50% of minimum shift time outlined in Clause 1.b.
- iii. Where the client reduces hours either within 24 hours of the shift start time, on a Friday for weekend shifts, or after the shift has commenced, they will pay Spark Event Group 100% of the difference from the hours reduced. This is in place to look after staff expecting to work a set number of hours.
- iv. Where the client cancels contracted shifts over an extended period of time (eg one staff member every Saturday for six months), the client will pay Spark Event Group 50% of the remaining shifts from the time of cancellation.

b. Large placements:

The below shift requirements outline the terms and conditions relating to that particular staff request. Please note all hours invoiced are paid to the cancelled staff.

Definition: Any request over 201 hours

For all large requests, 50% of the quoted amount will be invoiced up front. The remaining balance will be invoiced at the conclusion of the event once final shift times have been confirmed.

In the event that the Client cancels the specific engagement of service for an Event with 201+ hours the following shall apply:

- i. Where the Client cancels the nominated shift/s 48 hours or less prior to the start time, the Client will pay Spark Event Group 100% of the hourly fee/s.
- ii. Where the Client cancels the nominated shift/s 96-48 hours prior to the scheduled start time, the Client will pay Spark Event Group 50% of the hourly fee/s.
- iii. Where the client reduces hours within 24 hours of the shift start time or after the shift has commenced they will pay Spark Event Group 100% of the difference from the hours reduced. This is in place to look after staff expecting to work a set number of hours.
- iv. Where the client cancels contracted shifts over an extended period of time (eg one staff member every Saturday for six months), the client will pay Spark Event Group 50% of the remaining shifts from the time of cancellation.

4. REQUEST PROCESS

- a. All shifts requested 24 hours or less prior to the first shift start time will be charged \$50.00 (ex GST) per person management fee on top of the cost of the requested hours of staff.
- b. All shift requests made either:
 - i. on a Friday with the start time scheduled for either the subsequent Sunday or Monday
 - ii. 24 hours or less prior to a Public Holiday with the start time scheduled for the day after that public holiday
 - iii. on a Friday with the start time scheduled for a Public Holiday falling on the Monday or Tuesday immediately following that weekend

shall incur the same penalty as Clause 4.a.

- c. Should the client make a staff request over the weekend (after 5pm AEST Friday to before 9am AEST Monday) or on a public holiday, the client acknowledges we may not be able fulfill this request. The client also acknowledges that if the request is made for an assignment taking place over the same weekend as the request, they must call their assigned Spark Event Group contact or Account Manager.
- d. Where staff are required to travel away from their closest city centre to the requested work site/location (according to Google Maps), staff member/s will be paid hourly for their travel time to and from the work site/location at the same rate as their onsite engagement. The minimum travel time is 1 hour from requested work site/location. This total will be included within the quotation. Eg. - If the total travel time is 1 hours, the client will be quoted for

travel time per person to and from work site/location from the closest city centre. Travel time will always need to be approved by the client.

- 4.1 After accepting the quote, the client agrees to approve timesheets by the Tuesday following the event by 12pm of the respective event concluding. The client understands Spark Event Group must process payments and therefore the client will prioritise the approval of staff hours to assist in this process. If the client does not approve or request amendments to the timesheet by the above-mentioned deadline after the engagement, Spark Event Group will approve the hours submitted by our team leader and these will be processed and invoiced. The client foregoes the opportunity to revise timesheet hours and invoices amounts post Tuesday 12pm every week of the engagement.
- 4.2 The client understands post event feedback is appreciated by Spark Event Group to maintain a high quality of staff expected by clients. When possible, the client agrees to provide specific staff feedback to help in the development of our workforcers and our internal processes.

5. SPARK EVENT GROUP STAFF OBLIGATIONS

- a. Spark Event Group shall use its best endeavours to:
 - i. ensure the provision of quality Spark Event Group staff to the Client;
 - ii. if requested by the client, provide a highly competent Team Leader (at an additional rate) to manage our staff onsite and complete a timesheet.
 - iii. review all Spark Event Group staff performance to ensure that such performance meets the requirements of the Client;
 - iv. ensure that Spark Event Group staff performance is in accordance with the performance required by the Client at the induction session conducted before the relevant shift/event;
 - v. ensure that all Spark Event Group staff hold all required and requested licences necessary to carry out their duties prior to engagement of services;
 - vi. if requested by the Client, provide the Client with evidence of its Public Liability Insurance and Workcover Insurance policies; and
 - vii. If requested by the Client, and if staff are under the direct supervision of Spark Event Group staff instead of the Client, provide the Client with relevant Safe Work Method Statement/s.
- b. Spark Event Group will provide at its sole discretion any additional briefing and/or induction to its staff as it considers appropriate and necessary to enable the staff to assist the Client in a competent and professional manner.

By signing the below, the Client agrees to these terms and conditions.

Name: _____

Signature: _____

Date: _____