



CONTENT DESCRIPTION

The "**Terms of Hire**" (TOH) document attached to this file serves as the primary agreement between Spades Labour Hire Pty Ltd ("*Spades*") and you, the "*Client*". This document outlines all payment and hire conditions for using Spades' services.

By signing the "**Hire Contract**" and/or using Spades' services, the Client agrees to the rates described in the *Hire Contract* and the terms and conditions outlined in this TOH and is bound by its provisions. Any verbal or written declarations that conflict with this TOH will be considered invalid.

This agreement is valid for all services hired from Spades.

Payment Instructions

- Indicative GST exclusive rates are set out in the Hire Contract.
- Payment Due Dates are set out as per the Hire Contract.
- When calculating non-standard and shift rates each day's work will stand alone.
- Minimum hire and cancellations are set out as per the Hire Contract.

Method of Payment

Payment is to be made by directly depositing funds into the following bank account:

Commonwealth Bank

Account Number: 062-124 **BSB:** 1139-1311

Agreement Duration

Start Date: The start date of this agreement is determined by the worker's initial deployment with the client.

***End Date:** _____.

**If the client wishes to include an end date in this agreement, they must notify Spades Labour Hire in writing so that it can be included in the contract.*

This agreement shall remain in effect for the entire duration of the worker's deployment with the client, including beyond the specified 'end date', if applicable.

SUPPLIER INFO

Supplier Company Name: Spades Labour Hire PTY. LTD.

A.B.N: 68.611.743.661



CONTACT

Office Address: Level 2, 65-71 Belmore Road, Randwick, 2031 NSW



Email Address: Admin@spadeslabour.com



GENERAL TERMS AND CONDITIONS

1. Hire Agreement

Spades Labour Hire Pty Ltd (ABN: 686.117.436.61) agrees to provide to the Client identified in the above Schedule titled **“Terms and Conditions of Hire”** (“the Client”) temporary contract workers (“Workers”, “Personnel” or “Labour-Hire Staff”) when required by the Client, in accordance with the terms and conditions contained in the **“Terms of Hire (TOH)” Agreement** (this document) and as per payment terms and rates established in the **“Hire Contract” Agreement**.

1.1 The Client is deemed to have accepted this Agreement when either:

- a. The Client signs this Agreement; or
- b. Spades sends to the Client a written Confirmation of Labour Hire and Work Order, dispatches requested personnel to the Client and the Client begins assigning work tasks to such personnel.

1.2 The Client will notify Spades of any errors or omissions in the **“Hire Contract”** or **“Terms of Hire (TOH)”** (This document) within two (2) business days of receiving it (in respect of which time is of the essence). Failing such notification, the **“Hire Contract”** is deemed accurate and agreed upon.

1.3 Spades reserves the right to withhold dispatch of personnel to the Client until the **“Hire Contract”** is signed and returned if deemed necessary.

1.4 The Client acknowledges that the Indicative **“Terms & Rates 2023”** PDF file, as well as the rates displayed on the link <https://www.spadeslabourhire.com.au/tnr2023>, are an example only. The rates applicable to all categories of personnel will be negotiated and agreed upon by the parties for each worker type are specified in the **“Hire Contract”** file.

1.5 Each provision of temporary contract workers by Spades to the Client constitutes a separate and distinct engagement. Each engagement is not to be regarded as continuous with any previous engagement Spades has performed for the Client.

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2. Spades' Obligations to the Client

Spades Administrative Practices:

2.1 Qualified Personnel Provision: Spades will provide suitably qualified and experienced personnel for assignments as per the Client's request. However, Spades will not be liable for any losses or costs incurred by the Client if Spades is unable to fulfill an assignment request.

2.2 Prompt Response to Work Orders: As a labour hire company, Spades Labour Hire Pty Ltd will endeavour to promptly respond to and confirm any Work Orders received from the Client within a reasonable timeframe, typically between 2 pm and 7 pm on the same day the order was received. However, we cannot guarantee the availability of a suitable candidate for the designated location or timeframe. The Client acknowledges and agrees that Spades will not be held liable for any losses incurred in such cases.

2.3 Worker Payments: Spades will ensure timely payments to workers for assignments completed.

2.4 Superannuation Contributions: Spades will make superannuation contributions for employees and contractors as required by legislation.

2.5 Income Tax Payments: Spades will handle the payment of income-related taxes concerning workers' payments as mandated by legislation.

2.6 Provision of Personal Protective Equipment (PPE): Spades will supply its staff with the following PPE:

- Standard: Hardhat, high visibility shirt, steel cap boots, and gloves.
- Extended: Safety glasses, ear protection, sunscreen, and work pants.

Extended PPE or any custom PPE may be provided at Spades' discretion upon written request by the Client.

2.7 Insurance Coverage: Spades Labour Hire staff are covered by the following insurance policies:

- Public liability
- Workers' compensation under applicable legislation in the relevant jurisdiction.

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3. The Client's Obligations

The Client will:

3.1 Job Requirements: Provide Spades with full and accurate information about the job requirements relevant to the assignment, sufficient to enable Spades to complete and send a written Confirmation of Labour Hire and Work Order to the Client.

3.2 Submission of Work Orders: Agree to submit Work Orders through SMS, email, or by completing the form available at [Spades Labour Hire's order page](#). Spades reserves the right to request additional information from the Client to fulfill the Work Order.

3.3 Agreement to Terms: Agree to the *Schedule of Rates, Allowances, Minimum Hire, Cancellations, and Overtime Rates policies* as outlined in the "Hire Contract" document.

3.4 Assignment of Tasks: Do not assign tasks or responsibilities to Spades' workers that are not in accordance with the agreed-upon Work Order. Any modifications to tasks must be made in writing and signed by both the Client and an authorized representative of Spades.

3.4.1 Task Familiarity and Training: Do not request Spades workers to perform tasks or use equipment they are unfamiliar with or unqualified for, or have not received adequate training in.

3.4.2 Supervision and Direction: Properly supervise, instruct, and direct Spades Labour Hire staff at all times while they are on assignment.

3.4.3 Regulatory Compliance: Comply with all relevant laws regarding workplace health and safety, discrimination, and harassment in relation to Spades' workers.

3.5 OH&S Induction and Training: Provide necessary OH&S safety induction, instruction, training, and supervision to ensure the worker can perform their work safely. Include any time spent by a Spades worker on training or induction within the timesheet.

3.6 Provision of PPE: Inform Spades of the required set of PPE (standard or extended) and provide any other necessary PPE to Spades workers to perform their job tasks safely.

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3.7 Restrictions on Hiring: Agree not to directly or indirectly hire, engage, or transfer any of Spades' workers to another agency or entity within the first 500 worked hours of their assignment. After 500 working hours, inform Spades in writing if wishing to hire or engage a worker directly, or transfer them to another entity, and agree to an additional 500 working hours under this agreement.

3.7.1 Placement Fee: If the Client wishes to hire a worker immediately after the initial 500 worked hours, Spades reserves the right to charge a placement fee equivalent to 150 work hours at the rate agreed upon in the "Hire Contract." If the Client hires or engages a worker without informing Spades, a placement fee equivalent to 500 worked hours will be charged.

3.7.2 Worker Agreement: Spades will release a worker to the Client only with the worker's agreement.

3.7.3 Right to Refuse: Spades retains the right to refuse the release of a specific worker to the Client at its sole discretion.

3.8 On-Hire and Resupply: Do not on-hire or resupply Spades workers to any other person or organization without Spades' written consent.

3.8.1 Transfer to Third Parties: Clients must not transfer Spades workers to third parties without written consent from Spades.

3.8.2 Responsibility for Payment: Clients are solely responsible for payment when workers operate near third parties, regardless of any third-party benefits.

3.8.3 Delegation Requests: Include the third party's details and reasons in delegation requests, subject to Spades' approval. The Client accepts full responsibility for all charges, fees, and costs associated with the worker's deployment.

3.8.4 Third-Party Compliance: Ensure third-party adherence to employment terms and indemnify Spades against related violations.

3.9 Reporting Workplace Risks: Inform Spades workers and the Spades office promptly of any unusual workplace risks or changes in site or safety conditions that may present additional hazards.

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3.10 Provision of Hygiene Facilities: Ensure that a toilet, toilet paper, and running water are readily available at the worksite. If these facilities are not present, make every reasonable effort to provide access to these facilities for Spades workers.

3.11 Compliance with Safety Requests: Comply with any reasonable requests from Spades to ensure the health and safety of labor hire staff. Take prompt action to rectify any deficiencies in providing a safe work environment or safe systems of work.

3.12 Work Health and Safety Act Compliance: Comply and fully cooperate with Spades' reasonable requests aimed at compliance with Spades' and/or the Client's obligations under the Work Health and Safety Act 2011.

3.13 Notification of Insurance Claims: Notify Spades immediately of any event that may give rise to a claim under any insurance policy, statutory indemnity, or self-insurance arrangement related to Spades workers.

3.14 Reporting Performance Issues: Report any performance issues regarding Spades workers in a written format to allow Spades to manage the feedback process.

3.15 Notification of Workplace Incidents: Promptly forward written notification of any workplace incident that may give rise to a claim by, against, or involving Spades workers.

3.16 Legal Compliance: Comply with all legal requirements related to the engagement of Spades workers, including any obligations to make payments, deductions, premiums, levies, allowances, compensation, damages, interest, or costs.

3.17 Confidentiality and Privacy: Maintain the confidentiality and privacy of information provided about Spades workers, including the fact that they may be looking for work.

3.18 Compensation for Charges: Compensate Spades for any work-related or statutory charges, levies, and taxes introduced after the acceptance of the offer to supply services.

3.19 Rehabilitation Assistance: Assist in the rehabilitation of injured Spades workers by providing suitable work (including light duties) once they are able to return to work.

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3.20 Timesheet Approval: Sign Spades worker's timesheets daily and report workers' times in cases where workers failed to collect signatures.

3.21 Provision of Tools and Equipment: The Client is solely responsible for providing all necessary tools and equipment required for job completion.

3.22 Designated Supervisors: Designate supervisors as points of contact for Spades, with the understanding that all communications and requests made by the supervisor are on behalf of the Client's company. This arrangement implies that the supervisor's requests, instructions, and decisions are directly authorized by the Client, unless explicitly stated otherwise.

4. Application and Termination

4.1 These conditions of assignment become effective when you either:

- a) Sign and return this Agreement; or
- b) Spades sends you a written confirmation of labour hire and dispatches requested personnel to you.

4.2 These conditions of the assignment will remain in force for all future assignments until our agreement has been validly terminated (except that some clauses may survive the termination of this agreement, where indicated).

4.3 This Agreement may be terminated at any time by either party for any material breach of the terms outlined in the Terms of Hire Agreement, without incurring any penalty. However, termination of this Agreement shall not relieve either party from their obligation to make any pending payments.

4.4 If the parties agree to set specific start and end dates for the contract, such dates will be clearly stated at the top of this Agreement on its designed field. The Agreement shall remain in effect until terminated by either party, modified by mutual consent, and at all times while a worker is deployed with the client.

5. Our Charges

5.1 Spades charges will be based upon the number of hours that our workers present for work on assignment (including any time when they may be prevented

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from carrying out work due to delayed start or other factors beyond their control). The Client is directed not to discuss the charges with third parties, including any of Spades' other Clients and workers.

5.2 Workers will collect timesheet signatures daily. However, in the case of a missing signature, at the end of each week, you must confirm the accuracy of the weekly timesheets filled out by our workers and submit them to us promptly. Our invoicing week runs from Monday each week to the following Friday. Spades may, at its option, require the Client to submit the timesheet only in instances that require Spades' approval via email or SMS.

5.3 The hourly rates that we will charge you will be set out in the "Hire Contract" document, signed by you when opening an account with us. The rates in the "Hire Contract" document are exclusive of GST. GST will be added to all invoices as required by law.

5.4 All travel and other expenses reasonably incurred by Spades to the rendering of services to the Client.

5.5 A *Travel Allowance fee* is charged on a per worked, per day basis as described in the "Hire Contract". If this fee is waived a confirmation email should be sent and agreed upon. If any other travel expenses are paid in the first instance by Spades, the Client shall reimburse it upon presentation of proof of travel.

5.6 Spades will additionally charge for all the time if the worker leaves the Sydney Metro Area. This time shall be considered as travelling time and be charged as worked hours. The border of the Sydney Metro Area for the purpose of this Hire Contract means as listed below:

North border - Hornsby

West border - Springwood / Kurrajong

South Border - Heathcoat / Campbelltown

5.7 The Client shall pay an Overnight Allowance for any overnight stays required by Spades' worker(s) outside of the Sydney Metro Area in relation to work for the Client, as outlined in the "Hire Contract." The rate for this allowance is specified in the "Hire Contract" file.

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5.8 The Client will not pay any of Spades' workers directly for work they perform, expenses they may incur or allowance to which they may be entitled in respect of their assignment.

5.9 Should the client request or authorize the use of Spades' own materials or buy tools in the execution of a job, the client acknowledges and agrees that Spades will charge for such materials/tools. The cost will be determined on a per-job basis and will be included in the client's invoice.

6. Invoices

6.1 Invoice Submission: Spades will invoice you by email upon confirmation of timesheets in accordance with clause 5.

6.2 Invoice Details: Spades will create and submit invoices within seven (7) days, containing the worker's name, role title, and worked hours. Submission of an invoice by Spades represents that it is true and complete. The accepted amount will be paid by the Client within the due date stipulated on the invoice. A proper invoice will include all necessary billing details and supporting documentation to facilitate payment.

6.3 Payment Terms: You will pay our invoices no later than the due date specified on the invoice, in accordance with the terms set in the Hire Contract. If payment is not received by the due date, an interest rate of 50% per year will be applied, calculated from the due date.

6.4 Over and Underpayments: Occasionally, overpayments or underpayments may occur due to administrative issues, errors in interpreting timesheets, or incorrect application of terms and conditions. Such errors will be rectified through appropriate positive or negative adjustments, usually in the next scheduled billing. Spades reserves the right to reclaim any amounts underbilled in error to the Client.

7. AI Bots Utilisation and Data Handling

7.1 AI Bots Integration: The Client acknowledges that Spades Labour Hire utilizes artificial intelligence (AI) bots to enhance various aspects of client interaction. AI bots assist in providing answers to frequently asked questions (FAQs), supporting

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the sign-up process, checking rates, placing work orders, and allocation support for worker selection under human supervision.

7.2 Data Handling: In connection with AI bots use, the Client consents to the collection, use, and sharing of data obtained from Contractors and the Client, necessary for AI bots functionality. Data handling will adhere to applicable privacy laws and our privacy policy, ensuring data integrity and security.

7.3 Limitations and Liability: While Spades Labour Hire strives to ensure the accuracy and reliability of AI bots recommendations, decisions based on AI bots outputs should be considered guidance rather than definitive directives. The Client acknowledges that the bot/chatbot may provide incorrect information. Spades Labour Hire is not liable for inaccuracies or errors in AI bots outputs or decisions based on such outputs.

7.4 Transparency and Control: The Client has access to information about the AI algorithms used, the nature of the data processed, and the decision-making processes involved, upon request. This ensures transparency and allows the Client to make informed decisions regarding the use of AI services.

7.5 Ethical Use: Spades Labour Hire commits to the ethical use of AI, ensuring that AI systems respect the dignity, rights, and freedoms of all individuals involved. AI-enhanced processes will be monitored for fairness and non-discrimination.

8. App Usage and Limitations

8.1 Usage of Spades App: The Client agrees to utilize the Spades app for managing assignments, submitting timesheets, and communicating work orders. The app is provided to enhance efficiency and streamline processes.

8.2 Limitations of the Spades App: While the Spades app is designed to facilitate seamless interaction and management of assignments, it may occasionally experience technical issues, including but not limited to, crashes, downtime, or incorrect data display. The Client acknowledges these potential limitations and agrees to verify the accuracy of information obtained from the app.

8.3 Liability Disclaimer: Spades will make every effort to ensure the app functions correctly and to resolve any technical issues promptly. However, Spades shall not be

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held liable for any losses, costs, or damages incurred by the Client as a result of app malfunctions, incorrect data, or any other technical issues.

8.4 Verification of Information: The Client is responsible for verifying the accuracy of information provided through the app, especially in relation to worker hours, timesheets, and work orders. Any discrepancies should be reported to Spades immediately for correction.

9. Relationships

9.1 You acknowledge that we are not performing the services set out in the Work Order; but are instead the supplier of our workers, at your request, to perform the work that you have described in the Work Order

9.2 Whilst they are on an assignment to you, workers who are our employees will be under your day-to-day control, and you will be responsible for their supervision and direction in a manner consistent with our obligations to them.

9.3 Spades reserves all other rights to control the employment relationship of our workers who are our employees, including the right to terminate the employment relationship for any reason that we think fit.

9.4 Disrespect or bullying towards Spades' workers or office staff, whether in person, via email, or over the phone, will not be tolerated under any circumstances. If a worker experiences bullying or disrespectful behaviour while on assignment, the worker has the right to leave the site immediately. In such an event, the client will be charged for the full worked day at the rate defined on the Hire Contract.

9.5 If you are not satisfied with one of our workers, but do not want our worker replaced, you may speak to our work in order to give any reasonable instruction, provided that you contact us as soon as is practicable to discuss the matter.

If you are not satisfied with one of our workers and want a replacement, you will:

(a) speak to us directly about the replacement of our worker;

(b) not communicate anything to our worker indicating that their labour-hire assignment will be cancelled.

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10. Exclusion and Indemnities

10.1 Our workers may be replaced if their ability to function effectively and safely is limited, in which case we may replace them with another worker.

10.2 Our workers may refuse work if it reasonably appears that the working environment is or has become unsafe for any reason, including but not limited to your:

- (a) not having established safe work procedures;
- (b) not complying with safety standards;
- (c) not maintaining plant and equipment;
- (d) not complying with any relevant health or safety legislation or regulations or other obligation which under these terms and conditions is for the protection of health and safety;
- (e) not providing a sufficiently safe environment under the worker's judgement.

Because our workers work under your control, supervision and direction:

(a) No representation: We make no representation or guarantee that they will achieve certain levels of performance, achieve certain outcomes, solve particular problems, or attain specific goals;

(b) Reduced Liability & Indemnity: To the maximum extent permitted by law we will not be liable to you for, and you will hold us harmless against any liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or indirectly and whether by our negligence or that of one of our workers (including their servants or agents) whilst they are working under your control, supervision or direction. This

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sub-clause does not reduce our liability, directly incurred, to the extent to which it may have contributed to any such damage, loss or injury; and

(c) Vehicle Liability: Spades is not responsible for any damages to vehicles related accidents while they are engaged in their duties. We highly recommend that clients maintain their own insurance policies to cover such incidents.

(d) Implied Terms: Our liability for any breach of a term implied in this agreement by any Act of Parliament will be limited, at our option, to providing, or paying the costs of providing, the services again.

11. General Matters

11.1 VARIATION: Any variation to this Agreement, these conditions of assignment, or to Work Order must be agreed to by the parties, except insofar as the conditions of this agreement expressly permit one party to vary the conditions of assignment or a Work Order unilaterally.

11.2 WAIVER: If we do not take action to enforce or require strict or prompt compliance with our obligations under this agreement, or under the conditions of assignment, this will not affect or in any way limit our rights to exercise remedies we have in respect of such breaches.

11.3 JURISDICTION: This agreement, and these conditions of assignment, are governed by and will take effect in accordance with the laws in force in the State of New South Wales.

11.4 ENTIRE AGREEMENT:

(a) These terms and conditions represent the entire agreement between you and us in relation to its subject matter.

(b) By accepting these terms and conditions you acknowledge that neither we nor anyone acting on our behalf have or has made any

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warranties or representations to you in relation to the matters covered by our agreement which are not fully set out in these terms and conditions and that before entering into this Agreement you have read these terms and conditions together with the Schedule and have understood them.

11.5 DISPUTE RESOLUTION:

- (a) Should a dispute arise related to this Agreement, including its validity, infringement, or termination, the parties will attempt to resolve it using informal means such as negotiation, mediation, independent assessment, or other alternative dispute resolution techniques.
- (b) The client acknowledges that if a dispute arises and they cease to respond to resolution attempts, after sufficient attempts to reach them via email and phone, Spades will have the right to pursue legal action in court.
- (c) The client acknowledges that Spades does not utilize lawyers or debt collectors to issue demand notices, and that notice emails from Spades should be considered as valid and binding as a demand from a solicitor.

11.6 NOTICES:

- (a) a notice or other communication required or permitted to be given by one party to another shall be in writing and:
 - (i) delivered;
 - (ii) sent by post, postage prepaid; or,
 - (iii) sent by email.
- (b) a notice or other communication is sufficiently given if:
 - (i) delivered, upon delivery;
 - (ii) mailed, on actual delivery to that address as evidenced by the relevant postal service's documentation; or,

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(iii) sent by email, as specified by section 14A of the *Electronic Transactions Act 1999* (Commonwealth)

11.7 NO EMPLOYER-EMPLOYEE RELATIONSHIP: Notwithstanding any language in this TOH to the contrary, the Parties intend that their relationship will be set forth in this Agreement. Neither Party, nor any agent or officer thereof shall be considered an employee of the other Party.

11.8 SEVERABILITY: Any part, provision representation or warranty in this TOH which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

11.9 CONFIDENTIALITY. Both parties agree to take all reasonable measures to keep in confidence the execution, terms and conditions of this TOH and the confidential data and information of any party that another party may know or access during the performance of this engagement (hereinafter referred to as "Confidential Information"). Further, no party shall disclose, make available or assign such Confidential Information to any third party without the prior written consent of the other party and can in exceptional cases disclose, make available, or assign such Confidential Information to the extent that disclosure is required or compelled by law.

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12. Definitions

12.1 *Assignment* means the labour-hire placement of one or more of our workers to perform work at your premises, project site or anywhere else specified by you and approved by us.

12.2 *Work Order* means a description of the work to be performed as set out or recorded by Spades in a document that specifies:

1. the services to be provided by each of our workers;
2. the job title of each of our workers;
3. the time and date upon which the assignment is to commence;
4. the time and date upon which the assignment is to terminate (if applicable);
5. the location(s) where the work is to be performed;
6. any other material or relevant description of the work to be performed or the arrangements relating to it;

12.3 *Conditions of assignment* mean the conditions as set out in this document or as varied from time to time via written authorisation.

12.4 *Confirmation of Labour Hire and Work Order* means the document sent by Spades to the Client in accordance with clause 1.

12.5 *GST* has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

12.6 *Related body corporate* has the same meaning as in the Corporations Act 2001 (Commonwealth).

12.7 *Relevant jurisdiction* means the Australian state or territory jurisdiction in which work.

12.8 Accordance with the Work Order is to be performed.

12.9 *Schedule* means the schedule attached to this agreement, which may be substituted from time to time.

12.10 *Tax invoice* has the same meaning as in the GST Act.

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12.11 This Agreement means the whole of this document including the pages titled “Terms and Conditions of Labour-Hire Assignment”, “Directors’ Guarantee and Acceptance of Terms and Conditions”, “General Terms and Conditions” and the Confirmation of Labour Hire and Work Order.

12.12 ‘Us’, ‘our’ or ‘we’ refers to the supplier named in the schedule.

12.13 *Worker* means one of our employees or independent contractors (including where the context requires their employee's agents and subcontractors) who is performing work, or who is registered to perform work, through us.

12.14 ‘You’ or ‘your’ refers to the Client named in the schedule and, where the context indicates, a related body corporate of that Client.

12.15 The *Spades App* is Spades digital platform designed to streamline the management of assignments, timesheets, and work orders for Spades Labour Hire. The Client agrees to use the Spades App for these purposes. The app provides features such as scheduling, placing a work order, facilitating communication between the Client and Spades.

12.16 The *AI Agent* utilized by Spades Labour Hire is an artificial intelligence system that supports the allocation and selection of workers, aids in answering frequently asked questions, assists with the sign-up process, checks rates, and places work orders. This AI Agent operates under human supervision to ensure accurate worker allocation.

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