



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

1.1.1 The Client signs this Agreement; or

1.1.2 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 Notification of Errors or Omissions: 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 Withholding Dispatch of Personnel: 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 Indicative Rates and Agreements: The Client acknowledges that the Indicative “*Terms & Rates 2024*” PDF file, as well as the rates displayed on the initial engagement email, are an initial proposal only. The rates applicable to all categories of personnel will be negotiated and agreed upon by the parties for each worker type specified in the “*Hire Contract*” file.

1.5 Separate Engagements: Each provision of temporary contract workers by Spades to the Client constitutes a separate and distinct engagement. Each engagement is not to be

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regarded as continuous with any previous engagement Spades has performed for the Client.

2. Spades' Obligations to the Client

Spades Administrative Practices: Spades' administrative practices and operational obligations are designed to ensure that the Client receives suitably qualified personnel, that financial and administrative matters are handled responsibly, and that contractor engagements and project deliverables are managed efficiently.

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 fulfil an assignment request.

2.2 Prompt Response to Work Orders: 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 is 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 when 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:

2.6.1 Standard: Hardhat, high visibility shirt, steel cap boots, and gloves.

2.6.2 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.

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

2.7.1 Public liability

2.7.2 Workers' compensation under applicable legislation in the relevant jurisdiction.

2.8 Contractors, Outsourced Work, and Deliverables-Based Assignments

SSpades engages both employees and contractors—including sole traders and companies—to fulfil Client requests, ensuring access to a diverse pool of skilled workers. Contractors are selected and filtered based on the same rigorous standards applied to our employees.

For projects structured on a result or outcome basis, please also refer to Section 2.9.

2.8.1 Selection and Filtering: Contractors are sourced from our internal database, referral programs or reputable platforms (e.g., "HiPages") and may, when appropriate, delegate tasks to their own employees.

2.8.2 Delegation of Requests: Spades may delegate client requests to contractors; however, Spades remains the primary point of contact. The Client shall communicate desired outcomes and timelines directly to Spades, which will manage all coordination.

2.8.3 Payment and Invoicing: Spades is solely responsible for compensating contractors and managing their performance. Contractors shall not invoice or receive payments directly from the Client. Prior to work commencement, Spades will confirm invoicing details—including billing criteria and schedules—with the Client.

2.8.4 Direct Hire and Non-Solicitation: The restrictions on direct hiring set out in Clause 3.7 (and its subclauses) apply equally to contractors. The Client is not permitted to engage or hire any contractor directly until the applicable cooling-off period has expired. Any direct engagement without Spades' prior written consent may result in a placement fee, as specified in this Agreement.

2.8.5 Deliverables-Based Assignments: If the Client opts for a goal-determined (deliverables-based) arrangement rather than an hourly rate, Spades assumes full responsibility for managing both its employees and contractors to ensure that the agreed deliverables are met. Such assignments will be governed solely by the terms specified in the formal assignment documentation.

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2.8.6 Addressing Deliverable Concerns and Scope Modifications: If the Client is dissatisfied with the deliverables under a deliverables-based assignment, the Client must notify Spades promptly. Spades will work with the Client to resolve any issues and arrange remedial actions. Any modifications or additional work items not originally included in the assignment must be formally updated and confirmed in writing by both parties before being incorporated into the scope.

2.9 Result and Outcome-Based Work:

For projects measured by results or outcomes, Spades manages the execution and organisation using both its employees and contractors. The following provisions apply specifically to such engagements:

2.9.1 Project Management and Execution: Spades will oversee and manage the performance of both employees and contractors engaged in result and outcome-based projects, ensuring that projects meet the agreed deliverables.

2.9.2 Determining Success and Deliverables: Spades holds the exclusive right to determine the success and completion of deliverables. Outcomes will be evaluated based on criteria agreed upon with the Client.

2.9.3 Client Communication and Agreement: Project details, including deliverables, timelines, and quotes, will be managed through direct communication with the Client via call or email to ensure clarity and mutual agreement.

2.9.4 Secondary Engagement Terms: Result and outcome-based jobs or short-term contracts are considered secondary engagements in negotiation; however, all safety rules and clauses from the primary contract still apply unless explicitly stated otherwise.

2.9.5 Flexibility in Resource Utilization: Spades reserves the right to use a combination of its employees and contractors to complete projects, ensuring optimal resource allocation for the best outcomes.

2.9.6 Quality Assurance: Spades is committed to maintaining high-quality standards. We will continuously monitor and manage resource performance to ensure the project meets the Client's requirements.

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2.9.7 Client Feedback and Adjustments: The Client is expected to provide timely feedback and approvals. Spades will incorporate this input to adjust project execution as necessary.

2.9.8 Timelines and Milestones: Project timelines and milestones will be established at the outset. Spades will adhere to these timelines and communicate any potential delays promptly.

2.9.9 Change Management: Any changes to the project scope, deliverables, or timelines will be managed through a formal change request process agreed upon by both parties.

2.9.10 Regular Reporting: Spades will provide regular progress reports outlining the project status, completed milestones, and any risks or issues impacting the project.

2.9.11 Client Responsibilities: The Client must provide timely feedback, approvals, and necessary resources. Delays in providing such inputs may affect project timelines and outcomes.

2.9.12 Dispute Resolution: Any disputes arising from result and outcome-based work will be handled through a predefined dispute resolution process to ensure prompt and fair resolution.

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 fulfil 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.

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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.

3.7 Restrictions on Hiring: The Client agrees not to directly or indirectly hire, engage, or transfer any of Spades' workers or contractors to a different agency or entity within the first five hundred (500) worked hours of their assignment. This restriction shall remain in force until any applicable cooling-off period has elapsed, as detailed herein. Any breach of this provision may result in the imposition of a placement fee as outlined in 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.

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3.7.4 Contractor Non-Solicitation: Clients agree not to directly engage or solicit contractors introduced by Spades for additional work outside the scope of this agreement without prior written consent from Spades. This non-solicitation clause remains in effect for three months following the completion of the contractor's engagement.

3.8 On-Hire and Resupply: Do not on-hire or resupply Spades workers to any other person or organisation 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.

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 labour 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.

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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.

3.13.1 Record Keeping: The Client shall maintain and, upon request, provide evidence of appropriate insurance covering workplace injuries, public liability, and any other risks arising from the Client's operations. The Client's insurance shall be primary in respect of any claims arising out of or in connection with the presence or activities of Spades' workers on the Client's premises."

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.

3.20 Timesheet Approval: Sign Spades workers' 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.

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4. Application and Termination

4.1 Effectiveness of Conditions of Assignment: These conditions of assignment become effective when you either:

4.1.1 Sign and return this Agreement, or

4.1.2 Spades sends you a written confirmation of labour hire and dispatches requested personnel to you.

4.2 Continuity of Conditions: 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 Termination for Breach: 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 Contract Duration and Modification: 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 Billing Based on Hours Worked: 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 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 Timesheet Collection and Submission: Workers will collect timesheet signatures daily. However, in the case of a missing signature, at the end of each

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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 Hourly Rate Agreement: 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 Travel and Other Expenses: All travel and other expenses reasonably incurred by Spades to the rendering of services to the Client.

5.5 Travel Allowance: 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 Sydney Metro Area Travel Time: 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 Overnight Stay Allowance: 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.

5.8 Prohibition on Direct Payments: 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.

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5.9 Material and Tool Charges: 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 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 bot use, the Client consents to the collection, use, and sharing of data obtained from Workers and the Client, necessary for AI bots

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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 bot recommendations, decisions based on AI bot 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 the AI bot's 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 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.

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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 Service Provision Role: The Client acknowledges that we are not performing the services set out in the Work Order; but are instead the supplier of our workers, at the Client's request, to perform the work that the Client has described whether in the Work Order, or via email, call or SMS.

9.2 Supervision and Control: Whilst they are on an assignment the Client, workers who are our employees will be under the Client's day-to-day control, therefore the Client will be responsible for their supervision and direction in a manner consistent with our obligations to them.

9.3 Employment Relationship Control: 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 Workplace Conduct: 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 Worker Replacement Requests: If the Client is not satisfied with one of our workers, but does not want our worker replaced, the Client may speak to our worker in order to give any reasonable instruction, provided that the Client should contact us as soon as is practicable to discuss the matter.

If the Client is not satisfied with one of our workers and wants a replacement, the Client will:

9.5.1 speak to us directly about the replacement of our worker;

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9.5.2 does not communicate anything to our worker indicating that their labour-hire assignment will be cancelled.

10. Exclusion and Indemnities

10.1 Worker Replacement: 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 Right to Refuse Work: 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 the Client:

10.2.1 not having established safe work procedures;

10.2.2 not complying with safety standards;

10.2.3 not maintaining plant and equipment;

10.2.4 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;

10.2.5 not providing a sufficiently safe environment under the worker's judgement.

Because our workers work under the Client's control, supervision and direction:

10.3 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;

10.4 Reduced Liability & Indemnity: To the maximum extent permitted by law we will not be liable to the Client, and the Client 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

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servants or agents) whilst they are working under the Client's control, supervision or direction. This 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

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

10.6 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.

10.7 Indemnification and Issue Resolution Involving Contractors

10.7.1 Indemnification: The client agrees to allow Spades to address and rectify any issues arising from contractor actions before pursuing any insurance claims. This includes giving the contractor a reasonable opportunity to correct mistakes and compensate for any damages. Clients agree to wait for the contractor to compensate Spades for any errors or deficiencies in their work. Should the contractor fail to rectify the issue, Spades will then pursue appropriate measures, including insurance claims if necessary. Clients agree to indemnify and hold Spades harmless from any claims, losses, or damages resulting from contractor actions, except where such claims are due to the negligence or misconduct of Spades.

11. General Matters

11.1 Variations: 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 Waivers: 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.

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Email Address: Admin@spadeslabour.com



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:

11.4.1 These terms and conditions represent the entire agreement between The Client and us in relation to its subject matter.

11.4.2 By accepting these terms and conditions the Client acknowledges that neither we nor anyone acting on our behalf have or has made any warranties or representations to the Client 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 (the Client) has read these terms and conditions together with the Schedule and have understood them.

11.5 Dispute Resolution:

11.5.1 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.

11.5.2 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.

11.5.3 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:

11.6.1 a notice or other communication required or permitted to be given by one party to another shall be in writing and:

SUPPLIER INFO

Supplier Company Name: Spades Labour Hire PTY. LTD.

A.B.N: 68.611.743.661



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- (i) delivered;
- (ii) sent by post, postage prepaid; or,
- (iii) sent by email.

11.6.2 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,
- (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 that 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 Assignment of Rights and Obligations: The Client shall not assign, transfer, or delegate any rights or obligations under this Hire Contract or the associated Terms of Hire to any third party without the prior written consent of Spades Labour Hire Pty Ltd. Any attempted assignment without such consent shall be null and void."

11.10 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

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disclose, make available, or assign such Confidential Information to the extent that disclosure is required or compelled by law.

11.11 – Data Protection and Confidentiality: Both parties agree to comply with all applicable privacy and data protection laws in the collection, use, and storage of personal and business information exchanged under this agreement. The Client agrees to keep confidential all details of the rates, fees, and any operational procedures of Spades Labour Hire Pty Ltd, and not to disclose such information to any third party without prior written consent.

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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 the Client's premises, project site or anywhere else specified by the Client 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 contractors (including where the context requires their employee’s agents and subcontractors) who is performing work, or who is registered to perform work, through Spades.

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, and 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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