

## Account Application/Hiring Agreement

Legal Entity: \_\_\_\_\_  
 ABN: \_\_\_\_\_ ACN: \_\_\_\_\_  
 Trading Name: \_\_\_\_\_ Year commenced: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ WorkCover Industry Classification Number (WIC): \_\_\_\_\_  
 Business Address: \_\_\_\_\_ P/C \_\_\_\_\_  
 Postal Address: \_\_\_\_\_ P/C \_\_\_\_\_  
 Phone: Bus: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Email address for correspondence: \_\_\_\_\_

Business operates as:  Sole Trader  Partnership  Company  
 Nominee  Trust  Owner Builder

Directors/Partners/Owners:

Full name	Position	Residential Address	Mobile No

Contact details of the Person responsible for the payment of Accounts:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Our Terms Are STRICTLY:**

- All invoices are emailed
- Immediate payment is required for the first two invoices
- Thereafter payment is required **14 DAYS** from the invoice weekending date
- Payment can be made via EFT or Cheque

Trade References:

Name	Phone	Additional Info/Comments

*Please turn overleaf. Upon signing this Account Application/Hiring Agreement, all terms, conditions and agreements will be binding.*

**HIRING RELATIONSHIP**

Troubleshooters Available is a service company that utilises ODCO - The Independent Contracting System®. The contractors we supply to you are yours to direct and the onus of inspection and satisfaction is yours.

In the unlikely event that you are not satisfied with a contractor's performance, we ask that you call our office without delay. You will be charged only for the hours the contractor has been on site. Any claims made after 14 days will not be recognised.

**OCCUPATIONAL HEALTH & SAFETY**

Troubleshooters Available has a moral and legal obligation to ensure that our clients provide our contractors with a safe working environment. We will work together with our clients to ensure this is achieved. In accordance with section 21(1) of the Occupational Health and Safety Act, you agree to provide and maintain so far as reasonably practicable for all workers a working environment that is safe and without risks to health. Representatives of the safety division of Troubleshooters Available, Site Safety Audits Victoria, will visit the workplace to conduct safety inspections to ensure compliance with occupational health and safety legislation.

Timely notification and advice will be provided to Troubleshooters Available should any major changes in job description be required by the contractors, to ensure they are adequately briefed on such changes and suitably experienced/trained to carry out the revised duties.

**PRIVACY POLICY**

Maslock Pty Ltd trading as Troubleshooters Available complies with the principles of the National Privacy Policy (NPP). The NPP principles provide a framework governing the collection, holding, use, correction, disclosure, accessibility, securing and transfer of personal information. You have the right to access your personal information. If you wish to verify the information held, please contact us to arrange a suitable time. We will be happy to discuss any aspect of this personal information held with you, subject to the provisions contained within the NPP.

**CREDIT INFORMATION AGREEMENT**

The applicant and its Directors as named in this credit application, under section 18E(8) (C) of the Privacy Act, hereby consents to Maslock Pty Ltd, T/as Troubleshooters Available at any time:

- a. Disclosing to, or obtaining from a Credit Reporting Agency or other credit provider, information of a personal nature
- b. Obtaining a report containing personal credit information, information on commercial activities and/or a report on personal or commercial credit worthiness from a Credit Reporting Agency
- c. Obtaining a credit report containing personal information on the applicant for collecting overdue payments on commercial credit transactions

In this disclosure agreement the "applicant" in the case of a company includes all Directors of such company and, in the case of a non-incorporated business it includes all partners in such business. This agreement must be executed by everyone included in the definition of "applicant". Information of a personal nature includes:

- Identity particulars
- The fact you have applied for credit and the amount of such credit
- The fact that Troubleshooters Available is a current credit provider to you
- Advice that payments are no longer overdue
- The fact that cheques drawn by you have dishonoured more than once
- Serious credit infringements
- The fact that credit provided to you has been paid or otherwise discharged

The applicant(s) agree to notify Troubleshooters Available in writing, within 7 days, of any changes to the Corporate or Business structure.

**RATES OF PAY**

**Standard hire:** 8 hours per day.

**Minimum hire:** 6 hours per person per day including inclement weather or site closure.

**Site Allowance:** is charged where applicable and attracts an administration charge of 20%+GST for associated on-costs

**Travelling Time:** is included in our charge to 40km from the G.P.O. Extra travelling is subject to negotiation.

**Car Parking in CBD Precinct:** is to be provided by the client or charged at cost to ensure that the tradesperson's tools are accessible and secure.

**Basic Tools of Trade:** are included in our rates. Special equipment such as heavy duty hammer drills & cement mixers attract an extra charge of \$25.00 per day plus GST.

**Overtime:**

**Mon-Fri** – 8 hours normal time, next 2 hours time & quarter, thereafter time & half.

**Saturday** – 8 hours time & quarter, thereafter time & half.

**Sunday and Public Holidays** – time & half.

**Afternoon & night shift & regional projects** – rates are negotiable

**Special conditions** may apply on certain sites such as shopping centres, infrastructure works and major projects. In those cases, rates may incur an additional charge.

**Rates:** include an administration charge plus all statutory obligations for the contractors that the agency is legally responsible for. You are not liable for income tax deductions, workers compensation, payroll tax and superannuation in respect of the contractors we supply to you.

**Taxation:** we administer PAYG tax for the contractors we supply to your business. PAYG tax is withheld at the appropriate rate and forwarded to the ATO as required.

**PAYMENT OBLIGATIONS**

Any Applicant must pay the first two invoices upon receipt, thereafter our terms are strictly 14 days net from the date of invoice. You are invoiced per site per week for all contractors on that site. An account service fee of \$75 per week will be charged to this account when the account does not adhere to our payment terms. The continued supply of contractors is contingent on compliance with our payment terms. Payments can be made by EFT or cheque.

**DIRECT ENGAGEMENT OF CONTRACTORS**

The client may directly engage a member of Troubleshooters Available's workforce on payment of a fee for the loss of that resource to Troubleshooters Available.

In the event of TROUBLESHOOTERS AVAILABLE introducing or referring to the client any contractor and within 12 months of that introduction or referral, either through actual hire or information supplied on request by the client, or any agent of the client, or by information made known to the client of the availability of a particular person, and the client engages that contractor directly, whether as an independent contractor or as an employee, regardless of the circumstances or conditions under which that engagement occurs, or the client engages that contractor by recommendation, referral, hire or engagement through another labour hire or employment agency, the client agrees to:

- a. Immediately notify TROUBLESHOOTERS AVAILABLE of the engagement.
- b. Pay a fee of 100 hours at the normal invoice rate for that contractor to TROUBLESHOOTERS AVAILABLE within fourteen (14) days of notification of the engagement.

The client acknowledges that introductions are confidential.

I, \_\_\_\_\_, being authorised to do so, acknowledge that I have read and fully understand all terms, conditions and agreements contained herein. I wish to establish an account with Maslock Pty Ltd t/as Troubleshooters Available and in signing below, I agree to abide by all such terms, conditions and agreements.

**Registered Legal Entity:** \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

**Authorised person full name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Mobile Number:** \_\_\_\_\_

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

**Dated:** \_\_\_\_\_

## Personal Guarantee

TO: **Maslock Pty Ltd A.B.N. 88 050 032 570** (trading as Troubleshooters Available) of 33a Chester St Oakleigh, Victoria 3166.

**IN CONSIDERATION** of TROUBLESHOOTERS AVAILABLE having agreed, at the request of the Client named and described in the Schedule overleaf (Client) to provide services to the Client pursuant to a Hiring Agreement between TROUBLESHOOTERS AVAILABLE and the Client (Hiring Agreement), the persons named and described in the schedule as Guarantor (Guarantor) hereby guarantee:

1. Payment of all sums of money, interest and damages for which the client may now or hereafter be indebted or liable or contingently indebted or liable to the company on any account whatsoever and due and prompt observance and performance of all obligations, terms and conditions on part of the customer to be performed or observed under pursuant to or in connection with any present or future agreement or arrangement between the company (whether alone or jointly with any other person, firm or corporation) & the client (hereinafter called the "guaranteed obligations")
2. This guarantee and the rights and remedies of the company against the guarantors shall not in any way be prejudiced negated or reduced by:
  - a. Any extension of time for payment or any other indulgence granted by the company to the client or, to any guarantor hereunder;
  - b. The fact that the guaranteed obligations or any part thereof may not be recoverable for whatever reason or that the client may be discharged from all or any part of its obligations for any reason other than that payment has been made in full.
3. The liability of the guarantors hereunder shall be joint and several and the liability of any person who has executed this Guarantee shall be binding notwithstanding that another person has failed to execute the Guarantee or, has ceased to be bound by it or is/was capable of giving this guarantee.
4. The Guarantor(s) hereby grant to the company a Charge over all their right title and interest in all and any real property now held or acquired by them in the future such charge to secure their obligations under this Guarantee and the Guarantors hereby undertake and agree as a separate obligation under this Guarantee to execute a registerable mortgage over any such real now held or acquired by them in the future and upon request by the company.
5. The Guarantors, and if more than one, each of them hereby acknowledge that they have received independent advice regarding their rights and obligations of Guarantors under the Guarantee.
6. No security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release settlement or discharge which may have been given or made on faith of any such security or payment shall prejudice or affect the right of the company to recover under this Guarantee from the Guarantor and to enforce this Guarantee and in the event of any such security or payment being voided the company shall be restored to the rights which but for any such voidance it would otherwise have had.

7. Pursuant to section 18E (8) (c) of the Privacy Act, the Guarantor(s), hereby consents to Troubleshooters Available inquiring as to their credit worthiness and obtaining a report on such credit worthiness. The Guarantor(s) agree that such inquiries and such report may cover commercial activities or commercial credit worthiness, information on their credit worthiness, credit standing, credit history, or credit capacity and may contain personal information about them for the purpose of assessing their agreement to act as Guarantors in relation to an account provide by Troubleshooters Available to a third party.
8. The Guarantee shall be governed by the laws of the State of Victoria and the Guarantor(s) hereby irrevocably submit to the jurisdiction of the Court of that State.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

Legal Entity: \_\_\_\_\_

A.B.N: \_\_\_\_\_

Registered address: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED by the said:**

Signature of Guarantor (1): \_\_\_\_\_

Full Name of Guarantor (1): \_\_\_\_\_

Residential Address of Guarantor (1): \_\_\_\_\_

**IN THE PRESENCE OF:**

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Relationship to Guarantor (1): \_\_\_\_\_

Signature of Guarantor (2): \_\_\_\_\_

Full Name of Guarantor (2): \_\_\_\_\_

Residential Address of Guarantor (2): \_\_\_\_\_

**IN THE PRESENCE OF:**

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Relationship to Guarantor: (2) \_\_\_\_\_