



Client / Venue:		Employee Name:		Employee No.:							
Department / Area:											
Reporting To:		Job Title:									
NOTE: ALL TIMES MUST BE TO THE NEAREST 15 MINUTE INTERVAL for example: 12:15 NOT 12:12											
DAY	DATE	START	MEAL BREAK		FINISH	HOURS WORKED	CLIENT INITIALS				
			FROM	TO							
Monday											
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Sunday											
PLEASE USE 24 HOUR CLOCK FOR TIMES						TOTAL HOURS					
Breaks may be compulsory for all shifts over six (6) hours. Please refer to the conditions of the governing Award, Instrument or Agreement for confirmation of mandatory break periods. Break penalties apply if not taken.											
Performance		1 <input type="checkbox"/>		2 <input type="checkbox"/>		3 <input type="checkbox"/>		4 <input type="checkbox"/>		5 <input type="checkbox"/>	
		Excellent		Very Good		Good		Average		Not Suitable	
Client Comments:											

WEEK ENDING
SUNDAY
 / /

EMPLOYEE

My signature verifies that I have recorded all details of these shifts accurately; including, start, finish time and breaks taken. I confirm that no injury has been sustained during the course of these shifts.

SIGNED:

CLIENT APPROVAL

As per Pinnacle People's Terms of Engagement and as an authorised employee of the above client/company, confirm that this record of hours worked is correct including the start, finish and break times (where applicable)

SIGNED:

NAME:

TITLE:

(tick applicable office)

<input type="checkbox"/> MELBOURNE	<input type="checkbox"/> SYDNEY	<input type="checkbox"/> BRISBANE	<input type="checkbox"/> GOLD COAST	<input type="checkbox"/> PERTH	<input type="checkbox"/> ADELAIDE	<input type="checkbox"/> CANBERRA	<input type="checkbox"/> DARWIN
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Melbourne VIC 3000
Tel: 03 8624 1777
Fax: 03 9620 9655
AH Mob: 0418 561 473

Level 1,
367 George Street
Sydney NSW 2000
Tel: 02 8298 3111
Fax: 02 9241 3799
AH Mob: 0417 727 679

Ground floor,
300 Ann Street
Brisbane QLD 4000
Tel: 07 3225 9999
Fax: 07 3221 4280
AH Mob: 0438 002 505

Suite G3,
13-15 Short Street
Southport QLD 4215
Tel: 07 5557 7111
Fax: 07 5528 6623
AH Mob: 0438 002 505

Suite 3,
25 St Georges Tce
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Tel: 08 9287 3888
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Level 1, Suite 2,
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Tel: 02 6248 0066
Fax: 1300 302 370
AH Mob: 0439 100 269

Level 1,
48-50 Smith Street
Darwin NT 0800
Tel: 08 8941 5000
Fax: 08 8941 3722
AH Mob: 0437 988 680

Email Timesheets to:
mel@pinnaclepeople.com.au
syd@pinnaclepeople.com.au
bris@pinnaclepeople.com.au
gold@pinnaclepeople.com.au
perth@pinnaclepeople.com.au
adel@pinnaclepeople.com.au
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darw@pinnaclepeople.com.au

WHITE – Pinnacle People Payroll Copy - Employee to return
PINK – Client Copy
YELLOW – Employee Copy

TIMESHEET TO BE FAXED TO 1300 302 370 OR EMAILED NO LATER THAN 9am EACH MONDAY

TEMPORARY AND PAYROLLED STAFF A SUMMARY OF OUR TERMS OF ENGAGEMENT IS AS FOLLOWS:

Pinnacle People's Payrolled Temporary Employees
 Employees provided by Pinnacle People are casual employees of Pinnacle People whilst engaged by its Client (or "You" or "Company"). For each of its casual employees, Pinnacle People:

- o pays all payroll related expenses including Payroll Tax, workers' compensation and superannuation;
- o pays an hourly rate of pay which includes casual loading;
- o issues and remits PAYG Payment Summaries following 30 June each year. Pinnacle People does not cover the following in its fees to you:
 - o long service leave;
 - o redundancy pay;
 - o permanent employment entitlements.

You are to provide a safe system of work
 As soon as Pinnacle People's casual employee commences work for you, the client, they are under your supervision, control and management. For this reason, you agree that you will take all steps that are reasonably practicable to ensure that you provide safe systems of work and provide and maintain plant and substances in a safe condition at every workplace at which Pinnacle People's employees are to be engaged. You shall specifically seek, among other things, authority from Pinnacle People prior to changing the work of our casual employees from that for which they were originally assigned to you and any change in location or risks within the workplace.

Your warranties
 In relation to your engagement of Pinnacle People's on-hire employee services and the utilisation of our employee's services, you warrant:

- o that your workplace complies with all workplace health and safety laws and regulations applicable to the State or Territory in which Pinnacle People's employee is engaged to work;
- o that the workplace (including access to and egress from the workplace) is safe and without risks to health of any person;
- o that each employee is given an effective induction into your workplace, job specific training and that all potential hazards or risks are clearly identified, understood and controlled by you, and the employee understands all risks and hazards associated with their engagement by you.

Your obligation to notify of workplace incidents
 You agree that:

- o you will immediately advise Pinnacle People if you fail or are unable to comply with your obligations under any workplace health and safety laws or regulations;
- o under no circumstances will you require or allow any Pinnacle People employee to work in any situation that is unsafe or potentially so;
- o you will provide, when requested by Pinnacle People, evidence that you are complying with your obligations under workplace health and safety laws and regulations applicable to the State or Territory in which the Pinnacle People employee is engaged to work;
- o you will immediately inform Pinnacle People if and when a workplace incident occurs which is notifiable to any scheme authority or regulator under the workplace laws or regulations of the relevant State or Territory;
- o in the event there is a notifiable workplace incident occurring, you will notify the relevant occupational health and safety authority as is required by the relevant legislation, and allow a representative of Pinnacle People to enter your workplace and conduct an independent investigation into the incident.

Timesheets
 Pinnacle People will pay its employee for the hours actually worked for you as are indicated on the timesheet authorised by you and in accordance with the terms and penalties as outlined in the Pinnacle "Temporary Staffing Rate" card. It is your sole responsibility to ensure that each and every timesheet is a true and accurate reflection of the hours actually worked by each employee, and to ensure that each timesheet is signed and checked by an authorised person representing your company. You may elect which method of timesheets you prefer. Pinnacle People employees can provide their own individual timesheets or Pinnacle People will email/fax timesheets directly to you. You are required to return (by delivery, fax or e-mail) to Pinnacle People completed timesheets within twenty four (24) hours of the conclusion of each event or assignment for which Pinnacle People employees are engaged. If you do not return completed and authorised timesheets to Pinnacle People

within 24 hours of the event or assignment, Pinnacle People may pay the employee for the hours worked as calculated by the Pinnacle People employee, and charge to you for these hours. You agree to pay Pinnacle People at the agreed hourly rate for hours calculated by Pinnacle People in such circumstances.

You indemnify Pinnacle People
 To the maximum extent permitted by law, you agree to indemnify and keep Pinnacle People and its Employees, Officers and Directors indemnified from and against all costs, claims, losses, damages, liabilities, causes of action, proceedings, awards or judgments suffered or incurred by or brought or made against Pinnacle People to the extent that they are caused or contributed to by:

- o any breach by you or any of your officers, servants, agents, contractors or sub-contractors of any provision of these terms of business; or
- o any acts or omissions by you or your officers, servants, agents, contractors or sub-contractors including and without limitation to any act or omission that may contravene the provisions of any legislation.

Travel by Pinnacle People employees (including to Remote work places)
 Please refer to our Full Terms of Engagement and note the travel time is charged for all sites 45 minutes outside of the CBD.

Period of engagement
 In general each employee must be engaged (therefore paid and charged to you, the Client) for a minimum of (4) four hours (in some cases (3) three hours, for each assignment, however in certain circumstances other minimum terms and various penalties will apply dependant on what award/workplace agreement has been applied). By signing the timesheets you agree to these conditions.

Employee skills
 Pinnacle People will provide you with employees whose skills match those specified in the brief you provide to Pinnacle People for each assignment or event. If you are not satisfied with the skills demonstrated by the Pinnacle People employee provided, you must inform Pinnacle People within sixty (60) minutes of the assignment or event start time. If you notify Pinnacle People within this time frame, Pinnacle People will withdraw the employee from your workplace at no cost to you. However, Pinnacle People reserves the right to dispute your claim, and charge you for the employee's services, if it can demonstrate the employee does in fact possess the skills specified in your assignment or event brief.

Prohibition on hiring Pinnacle People employees
 You understand and agree that, within twelve (12) months of the last introduction or engagement of any Pinnacle People employee, you will not engage that employee for the purpose of providing, directly or indirectly, services in competition with the services provided by Pinnacle People, unless you have first obtained Pinnacle People's prior written consent and authority. For the purposes of this clause, to "engage" a Pinnacle People employee includes to employ or to enter into any other form of contract for services and of service, whether with the employee directly or with any company, entity or agency or third party with which the employee is employed, engaged or interested.

Transfer fee
 Pinnacle People will not unreasonably withhold its consent to the engagement of an employee by you, provided you agree to pay to Pinnacle People a transfer fee to compensate Pinnacle People for the loss of an experienced employee, and the cost of replacing that employee. The amount of the transfer fee will be as follows:

- o If the employee has worked less than one hundred and sixty (160) hours with you within a six (6) month period, the fee will be \$4,000.00;
- o If the employee has worked between one hundred and sixty (160) and three hundred and twenty (320) hours with you within a six (6) month period, the fee will be \$3,000.00;
- o If the employee has worked in excess of three hundred and twenty (320) hours with you within a six (6) month period, the fee will be \$2,500.00;
- o The above discounted rates do not apply for Chefs and Cooks, and regardless of the work history these will be charged at a rate of \$4,000.00

These fees are exclusive of GST and no placement guarantee is applicable.

Placement guarantee
 If you propose to employ a Pinnacle People employee and require a placement guarantee, you must pay to Pinnacle People the full employee placement fee being 11% of the employee's commencing annual complete salary package, or a minimum of \$4,000.00 plus GST (whichever is the greater).

Fee for engaging or employing Pinnacle People employee without consent
 If you hire or engage an employee who was introduced to you by Pinnacle People without obtaining Pinnacle People's written consent (contrary to clause 16), you agree that Pinnacle People will charge you a fee of no less than \$5,000.00 and you agree to pay this fee to Pinnacle People without dispute.

Terms of payment
 Pinnacle People's terms of payment are strictly seven (7) days from issue of invoice. You therefore agree to pay Pinnacle People's invoices within seven (7) days of the issuing date.

- o In the event that you fail to pay the full amount of our invoice within thirty days, Pinnacle People reserves the right to charge you, and you agree to pay, an administration fee on the outstanding amount at the rate of 10% per annum, calculated on the daily balances and compounded monthly for any amount that becomes more than fourteen (14) days overdue from the date the invoice was issued.
- o Further, if Pinnacle People is required to take legal action to recover the money owing on any invoices issued to you, you agree to pay any legal and disbursements and other associated fees incurred by Pinnacle People in collecting the amount owing on an indemnity or solicitor/client basis.

Calculation of pay rates
 The hourly rates of pay for all hours worked by Pinnacle People employees will be calculated by Pinnacle People in accordance with the provisions of the relevant Commonwealth legislation award and/or other industrial instruments covering Pinnacle People for the work performed (and include PPH rates, casual loading, allowances, loadings and penalty rates).

Notification of changes to hourly pay rates
 It is the responsibility of Pinnacle People to pay the correct pay rate and when pay rates within awards, instruments or related legislation are increased Pinnacle People will inform you in writing. In the event that you have a site specific industrial agreement or instrument in place (which specifically allows for the engagement of casual and/or agency labour) and Pinnacle People's employees are paid under that agreement while they are engaged by you, you agree to inform Pinnacle People in writing of any changes to pay rates, penalties or allowances payable under your agreement. In the event that you do not advise Pinnacle People in writing of any changes, and this results in Pinnacle People having to back pay its employees, you agree to pay to Pinnacle People all back pay amounts resulting from the pay increase as subsequently invoiced to you by Pinnacle People.

Breaks
 In general each employee must be given breaks within a six (6) hour period from the commencement of an assignment or event (Please refer to the governing award/ agreement and details on the Pinnacle People Temporary Staffing Rate card). If an employee is required to work for six (6) (or in some cases five (5) plus hours in a day, he or she must be given an unpaid meal break of no less than thirty (30) minutes. The break must be given no earlier than one (1) hour after starting work and no later than six (6) hours after starting work. If the employee is not given a break in the correct time frames, the client will be charged the applicable penalty or loading and the employee paid the appropriate penalties in accordance with the relevant awards/agreements.

Privacy
 Pinnacle People is bound by the National Privacy Principles of the Privacy Act 1988 (Cth) and other applicable laws and regulations governing privacy. You agree that you will also abide by the National Privacy Principles in dealing with any personal information provided to you by Pinnacle People or its employees and will abide by all applicable laws governing privacy. You agree that you will use any personal information provided to you by Pinnacle People or its employee only for the purposes for which the information was provided to you, and on request, immediately return that information to Pinnacle People, or destroy that personal information.