**TEMPLATE LABOUR HIRE PROVIDER AGREEMENT**

**Parties**

Labour Hire Provider (LHP)*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*ACN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*and*

*Host:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Host)

*ACN***:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Host wishes to engage the Services of the LHP at the Property/ies of the Host and the LHP is willing to provide the Services on the terms and conditions contained in this Agreement.

**Definitions**

1. In this Agreement:

“Services” means:

* Picking of XXXX
* Packing of XXXX
* Grading of XXXX
* Sorting of XXXX

“Property/ies" means:

* insert address/s of property/ies

“Records” means but is not limited to, records required to be kept in accordance with this Agreement or any legislation or Award or Enterprise Agreement and/or any records required to show compliance with this Agreement or any legislation or Award or Enterprise Agreement including records relating to the remuneration of employees of the LHP or other records relating to the employees that are required to be kept by the LHP under this Agreement or under the Fair Work Act 2009 or under an Industrial Instrument or under WHS, Workers Compensation or Superannuation or Migration legislation.

**Term**

1. The LHP shall provide the Services until:
   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or

(insert date )

* 1. on an ongoing basis as required by the Host until the termination of this Agreement in accordance with its terms.

1. The LHP agrees that it will only supply its employees who are appropriately and adequately trained to undertake the work set out in this agreement (LHP Employees). In the event that the Host requires replacement LHP Employee/s the LHP agrees to use all reasonable attempts to replace the employee within 2 business days.
2. The LHP agrees to supply all plant/tools, materials and labour needed for the provision of the Services. The provision of plant and materials includes the provision of personal protective equipment (PPE) which may be required under the *Work Health and Safety Act and Regulations 2011*, or applicable state safety legislation.
3. The LHP agrees that it is not an employee of the Host.
4. The LHP agrees it may not delegate or sub-contract out the Services set out in this agreement without prior written agreement of the Host.
5. The parties agree that the LHP Employees are at all times employees of the LHP and not employees of the Host. The LHP agrees that it is responsible for the quality of the Services and must remedy any defects.
6. The LHP Employees are not subject to the direction or control of the Host in the manner in which they perform the Services. The LHP must appoint a Representative who is in charge of the LHP Employees. The Host must address any and all issues with the LHP Employees through the Representative.
7. The LHP may provide services to other Hosts provided it does not interfere with its performance of Services under this agreement.
8. The Host does not guarantee the LHP any ongoing engagement.

**Payment of Wages**

1. The LHP agrees that the Host is not responsible for the payment or provision of any employee entitlements provided for under industrial law to persons provided by the LHP. The LHP undertakes to pay wages and entitlements in accordance with the applicable industrial instrument (e.g. *Horticulture Award 2020*), including minimum wage entitlements, public holiday entitlements, and leave entitlements, whether paid or unpaid, and will indemnify the Host against claims by, or any liability to, any of the LHP Employees, and penalties or fines imposed by any court arising from non-payment of employee entitlements.
2. Where piece rates are utilized by the LHP, the LHP will clearly outline to the Host in writing their formulation of the piece rate against the provisions of the Horticulture Award or applicable Registered Agreement.
3. The Host will not be liable to pay any additional amount arising from LHP increases to the base hourly rate, unless the Host gives prior approval to the increase in writing. The Host will not unreasonably withhold approval for an appropriate increase where the skill or competence required to perform the job changes during the period of the Services ***or*** where an increase to the minimum wage is directed by Fair Work Commission’s Minimum Wage Panel.
4. The LHP agrees that it will provide the Host with evidence that all entitlements have been paid to all LHP Employees on request. Evidence may include (but is not limited to) time books and/or wage records, payslips, and piece rate agreements, contracts of employment ("records').
5. The LHP agrees that it will provide Records to the Host for the purpose of enabling the Host to undergo a Fair Farms audit. The Records may be made available by the Host to the auditor for their inspection. In such circumstances the LHP agrees that it will take reasonable steps to ensure that its employees are made aware of the following:
   1. The identity of the Host and how to contact its authourised representative;
   2. That the employee is able to to gain access to the Records disclosed that relate to the employee;
   3. The purpose for which the Records were collected;
   4. The auditing firm to which the Host may disclose the Records;
   5. The main consequences (if any) for the employee if all or part of the Records is not provided
6. The LHP agrees that it is responsible for arranging and paying superannuation contributions in respect of any persons it provides.

**WorkCover/Insurance/Payroll Tax/ Licensing**

1. The LHP agrees that it is responsible for arranging and paying workers compensation insurance in respect of any persons it provides and undertakes to provide evidence of Workers Compensation policy coverage to the Host before providing the Services and upon request.
2. The LHP undertakes to keep current public liability insurance applicable to the Services being carried out on the Property/ies, and undertakes to provide evidence of current insurance to the Host before providing the Services and upon request.
3. The LHP undertakes to pay payroll tax where required under the provisions of the Payroll Tax Act 1971.
4. The LHP agrees that it holds a valid Labour Hire Licence, in accordance with the Labour Hire Licensing Act 2017 (QLD) (or other State’s legislation). The LHP agrees that evidence of this valid license will be provided to the Host before providing the Services and on request.
5. The LHP indemnifies the Host against any loss from, or liability for, the LHP’s failure to comply with clauses 18 to 21 above.

**Work Health and Safety**

1. The LHP agrees to provide the Services in a safe and proper manner to the satisfaction of the Host.
2. The LHP agrees that it will carry out its obligations under the *Work Health and Safety Act 2011* and *Work Health and Safety Regulations 2011*, (or applicable State health and safety legislation) to ensure the health and safety of LHP Employees at all times.
3. The LHP must be notify the Host of any injury to any of its employees engaged in providing the Services of the injury as soon as practicable. The LHP will ensure that any injuries sustained by any LHP Employees at the Host’s property/ies are recorded, and copies of records are provided to the Host. The LHP is also required to report any ‘near misses’ to the Host.
4. The LHP acknowledges that where it is required under State safety legislationto notify a government body of a *notifiable incident*, it will do so in the relevant time period and in the relevant manner.
5. Prior to the commencement of work on the Host’s property, the LHP is required to inform the Host if any LHP Employees have any medical condition that may affect the health and wellbeing of the LHP Employee, any other persons, and/or may affect the quality of the Host’s product and processes.
6. The Host takes a “zero tolerance” approach to drugs and alcohol in the workplace (including vehicles, machinery, and at work-related activities). The LHP must ensure any LHP personnel under the influence of prohibited drugs, or alcohol are removed from the workplace immediately. If it is unsafe for the person to drive, the LHP must ensure the person has transport to get home safely.
7. The Host also requires that if LHP Employees are on prescribed medication which may affect their performance of duties, they should notify the Host immediately along with required medical action in the event of an incident.
8. Smoking is not permitted in work areas. The LHP must ensure LHP Employees only smoke in designated areas during scheduled breaks.
9. Appropriate protective clothing must be worn, suitable to the conditions including long trousers, loose shirt and closed-toe shoes. The LHP must ensure LHP Employees wear sunscreen and a hat whilst in the field.

**Policies and Procedures**

1. The LHP will arrange for LHP Employees to undertake a site induction in order to comply with all workplace policies and procedures maintained by the Host. The Host’s workplace policies and procedures are included as **Schedules** to this agreement. The LHP agrees it will provide LHP Employees with access to the Host’s workplace policies and procedures prior to the commencement of provision of the Services on the Host’s property.

**Visa Matters**

1. The LHP undertakes that all of its LHP Employees have the right to work in Australia, that appropriate visa and work rights checks have been made in accordance with the Migration Act 1958 (Cth), and any limitation on their work hours have been complied with. Furthermore, the LHP undertakes to provide ongoing evidence of such work rights to the Host– ie VEVO documentation (Visa Entitlement Verification Online, Department of Border Protection website).

**Fair Farms Requirements**

1. The LHP must comply with the Ethical Sourcing Policies (however described) of the Host’s buyers.
2. The LHP agrees that it will not make Employees lodge any money related to their employment.
3. The LHP agrees that it will not keep or hold any valuable items belonging to Employees, including identity papers.
4. The LHP agrees that it will not place any restrictions on the freedom of movement of Employees.
5. The LHP agrees that where piecework rates are used, each Employee will have a legal written agreement that meets the Award/Agreement requirements. The LHP undertakes to provide ongoing evidence of this to the Host which may include wage records and time sheets.
6. The LHP undertakes to provide all Employees with the Fair Work Information Statement, the Fair Work My Employment Checklist and the Casual Employment Information Statement.
7. The LHP agrees that it will not employ any Employees under the age of 13. The LHP undertakes to use age verification procedures to ensure this. The LHP undertakes to provide ongoing evidence to the Host.
8. The LHP agrees to provide adequate inductions and training to Employees. The LHP undertakes to provide evidence of this to the Host.

**Loss or Damage**

1. The LHP agrees that it is responsible (and will reimburse the Host) for any loss or damage to the Host’s property, whether during or outside work hours, caused by a LHP Employee. Host Employer property includes any plant and materials on the Host’s property. It is agreed the LHP will not be liable for general wear and tear of the Host’s property.

**Price of Services**

1. The LHP will provide the Services on the following basis:

* price per unit picked / packed as per Award plus X% margin; OR
* an hourly rate as per Award plus X% margin

**Invoicing/Payment**

1. The LHP undertakes that, before claiming payment for Services performed, it will provide the Host with a GST-compliant invoice completed in the previous 7-day period (i.e. on a weekly basis).
2. The Host agrees to pay the LHP at the completion of provision of the Services, and within X days of receipt of an invoice from the LHP. Payment shall be made via direct deposit into a bank account nominated by the LHP or by cheque.
3. Unless otherwise specified, all amounts payable under this agreement are *inclusive* of GST.

**Termination of Agreement**

1. Either party may terminate this agreement for any reason by giving five (5) business days written notice to the LHP. The Host may terminate this agreement at any time if the LHP breaches any term of this agreement.

**Executed**

|  |
| --- |
| **Signed for and on behalf of the LHP its authorised representative**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Business Name Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of representative of LHP Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of witness Signature of witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |
| **Signed for and on behalf of the Host:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Business Name Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of representative of Host Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of witness Signature of witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |
|  |