

## Terms & Conditions

(Updated and effective on June 6<sup>th</sup>, 2023)

These Terms & Conditions are between Orthoptic Locum Services (the "Business"), under Universal Eye Health Services Pty Ltd, and the Client. This Business introduces orthoptists to carry out our services in orthoptic locum hire and/or recruitment.

### 1. Interpretation

- 1.1. "Candidate(s)" means any orthoptists:
  - who holds a position through us as a locum orthoptist, and
  - whom we are able to provide relevant information regarding that orthoptist's availability and suitability for our services; or
  - who is seeking an orthoptic position through us or elsewhere.
- 1.2. "We", "our" or "us" refers to Orthoptic Locum Services and "you" or "your" refers to the Client that has accepted or will be engaging the Business' services.
- 1.3. In context to orthoptic locum hire, orthoptic locum service ("Service") encompasses a set of locum shifts as requested by you.
- 1.4. Point of engagement is defined as the point when you receive a copy of the Candidate(s)' resume or request for an orthoptist to carry out any of our services.

### 2. Acceptance of Terms & Conditions

- 2.1. This document sets out the Terms & Conditions on which we offer to supply our orthoptists to you on an on-hire (temporary) or temporary-to-permanent basis, unless you advise us, in writing, of any additions, alterations or substitutions to the Terms & Conditions which will only apply to you.
- 2.2. Acceptance of Terms & Conditions commences if you:
  - a. tell us you have accept the Terms & Conditions; or
  - b. ask us for help to fill a position; or
  - c. you have received a copy of the Candidate(s)'s resume via email.
- 2.3. This Terms & Conditions commences from your point of engagement with our orthoptic locum and/or recruitment services.
- 2.4. Once the Terms & Conditions are in operation, they will remain in force, and legally-binding, for all future point of engagements of our orthoptic locum and recruitment services, unless there are any changes in the Terms & Conditions.
- 2.5. You will be informed of any changes in the Terms & Conditions any circumstances arise.

### 3. Provision of services

- 3.1. Mandatory contracting hours of the Service is a minimum of four (4) hours per locum shift, including but not limited to, between 8AM and 6PM.
- 3.2. Recruitment service runs in conjunction with the orthoptic locum service.

### 4. Our responsibilities

- 4.1. General
  - 4.1.1. We have conducted initial interview, accurate evaluation and validation of our Candidates prior to employment with our Business.
  - 4.1.2. We will short-list only Candidates who, in our opinion, have the appropriate credentials to perform our services for you to consider.
  - 4.1.3. We will provide the clinical support and appropriate in-service training for our Candidates in order to perform our services.
  - 4.1.4. We will ensure the assigned Candidate(s) are given a brief of the clinic, which entails premises' clinical protocols, work instructions and any straightforward non-clinical tasks prior to commencement of the Service.
  - 4.1.5. Where the assigned Candidate notifies the Business' managing director to cancel an orthoptic locum shift on the day due to a misadventure or unplanned event (such as illness, vehicle accident or urgent medical appointment), you will be notified as soon as reasonably possible and we will arrange a replacement to carry out the Service. Rates may need to be re-negotiated before commencement of the Service.
  - 4.1.6. We will notify you of any possible, potential or perceived conflict of interest which may affect our business relationship with you.
  - 4.1.7. At any time, we will not poach any of your existing orthoptists to work for the Business and we expect the same from you.
- 4.2. Assigned Candidate
  - 4.2.1. The Candidate will arrive at your premises prior to the scheduled starting time for a brief induction, if the Candidate is carrying out the Service for the first time.
  - 4.2.2. The Candidate will complete the orthoptic locum shift till the last patient of the session is seen by the orthoptist within the given scheduled finishing time.
  - 4.2.3. The Candidate(s) will comply with your policies and procedures, all applicable standards, laws and regulations, and the orthoptist's Code of Conduct at all time.
  - 4.2.4. The Candidate will be responsible and accountable for his/her professional actions and capabilities, and can request for further skills training from either, or both, parties in order to perform the Service.
  - 4.2.5. At any time, the Candidate must not use the premises' computer for personal use, except for work-related matters, or use their mobile phone during the orthoptic locum shift.

- 4.2.6. The Candidate must notify you and the Business' managing director as soon as reasonably possible of any misadventures or unplanned event that prevents the Candidate to attend the orthoptic locum shift on the day, and can be asked to provide appropriate documentation of any serious misadventure. If the Candidate is still able to attend the shift, despite of the misadventure or unplanned event, the Candidate must advise an estimated time of arrival to you.
- 4.2.7. If the Candidate is contracted by another client, the Candidate must abide to clause 8.2 at all time.

## 5. Your responsibilities

- 5.1. You are responsible for satisfying yourself with the assigned Candidate who is carrying out the Service for you.
- 5.2. You must provide a safe work environment on the premises, and will be liable to pay compensation, under Section 20(1) of *Workers Compensation Act 1987* (NSW), for any injury sustained by the Candidate if the work environment is found, in the first place, to be unsafe.
- 5.3. You will be required to give the Candidate, who is carrying out the Service for the first time, a brief induction before the commencement of the Service.
- 5.4. You must ensure the assigned Candidate gets at least half hour unpaid lunch break if the Candidate works for more than five (5) hours in a shift.
- 5.5. You may provide feedback of the performance and outcome of our Services at any time. Any dissatisfaction should be reported to the Business' managing director so that further action can be taken.
- 5.6. If you require cancelling an orthoptic locum shift on a booked date, then we need to be notified no later than 48 hours of the booked service date to avoid late cancellation fee as set out in clause 7.1.5.
- 5.7. You must ensure all issued tax invoice(s) are paid in a timely manner and before your next request for a locum orthoptist to provide you the locum service.
- 5.8. If you have been found privately poaching the assigned Candidate to a permanent job position within eight (8) weeks from the Candidate's last orthoptic locum shift with you and the Candidate accepts the job offer, a penalty fee will be imposed, as set out in clause 7.5, otherwise legal action will be instigated.
- 5.9. You must contact the Business' managing director if you plan to offer the assigned Candidate a permanent job. A transfer fee will be imposed to you, as set out in clause 7.3, upon agreement by both parties.

## 6. Recruitment service

- 6.1. This service includes recruiting new orthoptists and advertising orthoptic positions on our website.
- 6.2. If you decide to offer a permanent job position to the Candidate, who is carrying out the Service for you or participating in a recruitment trial, a transfer fee will be negotiated with the Business' managing director and the final agreed fee will be imposed to you, as set out in clause 7.3.
- 6.3. You must not poach the Candidate privately to a permanent job position for at least eight (8) weeks following their last orthoptic locum shift with you (see also clause 5.8).

## 7. Fees and charges

- 7.1. Orthoptic locum service
  - 7.1.1. The hourly rates (GST excluded), which include administrative fee, are dependent on the level of professional experience of the assigned Candidate(s) and can subject to change with notice. Rates must be agreed by both parties.
  - 7.1.2. When a Candidate provides the Service on a single orthoptic locum shift that is less than four (4) hours long, the charge will be paid as four (4) hours of service.
  - 7.1.3. You may be issued a time and a half overtime charge if you require the Candidate to work extra hours beyond their scheduled finishing time and the Candidate accepts your request.
  - 7.1.4. There will be a time and a half charge for each or part of the hour worked on Saturday.
  - 7.1.5. A late cancellation fee of \$100 (GST excluded) may be issued to you if the orthoptic locum shift is cancelled within forty-eight (48) hour or two (2) working days of the booked date.
  - 7.1.6. An additional 30% charge of the final fee is payable for the Service provided in regional NSW and other interstates and territories. Depending on the clinic location, we may include travelling and/or accommodation charges in the fee.
- 7.2. A recruitment fee is payable for job placement upon your request, and the fee is dependent on the experience of the orthoptist.
- 7.3. A transfer fee is payable for job offer and acceptance to the Candidate who took part in the recruitment trial, and the fee is dependent on the Candidate's level of professional experience.
- 7.4. There is no charge if the Candidate is offered a job 12 weeks after their last orthoptic locum shift by you and the Candidate was not a participant in the orthoptic recruitment trial.
- 7.5. A penalty fee of \$5000 (GST excluded) will be imposed to you for poaching a Candidate privately to a permanent job position during their locum shift otherwise legal action will be instigated.
- 7.6. You are not required to contribute any leave entitlements or employer's superannuation contribution for the orthoptic locum shift(s).
- 7.7. We will issue you a tax invoice at the end of any of our services.
- 7.8. If the duration of the Service prolongs for more than four (4) weeks, then the PAYG (pay-as-you-go) tax invoice will be issued at the end of each month.
- 7.9. You will need to pay for the tax invoice within three (3) weeks from the date of issue via direct debit.
- 7.10. A late payment fee of \$50 (GST excluded) will be imposed to you for overdue payment. Both late fee and payment must be paid within two (2) weeks from the date of issue otherwise legal action will be instigated.

## 8. Confidential information

- 8.1. All parties, including Candidates, must comply with the *Privacy Act 2001* (Cth).
- 8.2. All information provided to you in respect of the Candidate(s) is confidential for the sole purpose of enabling you to determine the suitability of a Candidate for employment.
- 8.3. We will not, without your consent, reveal any confidential information which we acquire in the course of the engagement, nor use that information in any way which is detrimental to your business. "Confidential information" for this purpose includes information about your services, processes, systems, equipment, dealing, transactions, policies, finances, organisation, business plans, personnel or students, or any information marked "confidential" or which you inform us is confidential. Information about your business that is available to the public and information which we can be lawfully possessed is not considered confidential.

## 9. Insurance

- 9.1. We shall indemnify the Candidate through icare workers' insurance against injury incurred during working hours, provided clause 5.2 has not been breached, or while travelling to or from the premises.
- 9.2. Some Candidates may have insurance for allied health professional indemnity, public and product liability.
- 9.3. We shall indemnify you against any proven loss, damages, claims, liability, expenses, payments or outgoings incurred by the Candidate arising directly or indirectly from:
  - 9.3.1. any breach of these Terms & Conditions by the Candidate; and
  - 9.3.2. any act or omission (including any negligence, unlawful conduct or wilful conduct) by the Candidate relating to the Terms & Conditions or arising as a consequence of the performance or non-performance of our services.

## 10. Termination of services

- 10.1. Either party may at any time terminate the services offered to you by giving one (1) month notice in writing.
- 10.2. Where the Candidate resigns from our Business or needs to cancel their services to you, either party may terminate the services, or orthoptic locum shift, if a replacement candidate cannot be assigned to you.
- 10.3. If either party gives notice of termination under clause 10.1 or 10.2, we shall be indemnified by you in respect of any outstanding payments for the services already completed by the Candidate.
- 10.4. If the services are terminated without notice on grounds of:
  - 10.4.1. the Candidate commits a serious or persistent breach of the Terms & Conditions; or
  - 10.4.2. the Candidate does an unreasonable act, or is convicted of any criminal offence, which in your reasonable opinion reflect unfavourably on it or on any person or entity associated with it; or
  - 10.4.3. you cease to pay the debts as they become due; or
  - 10.4.4. you contract a similar service provider; or
  - 10.4.5. both parties cease to carry on business; or
  - 10.4.6. any step taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or any other like person of the whole or any part of our assets or business,one party shall be indemnified by the other in respect of any loss that may incur due to any of the grounds mentioned in clause 10.4.
- 10.5. When the services are terminated without notice under clause 10.4.1, 10.4.2 or 10.4.3, both parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination.
- 10.6. Upon the termination of the services, under clause 10.1, 10.2, 10.3 or 10.4, we will return to you any of the following items that are in the Candidate or Business' possession:
  - 10.6.1. any document, whether in computerised form or otherwise, relating to any matter within the scope of the your business, or to confidential information or any other aspect of the provided services;
  - 10.6.2. all keys and passes belonging to you;
  - 10.6.3. all software and associated material belonging to or licensed to you; and
  - 10.6.4. all other property belonging to you,and, if required, we will provide you with a letter certifying that all such items have been returned.