

terms of engagement

future prospects
macpeople

Please note that wherever the name Future Prospects International appears in this document this represents any or all of its subsidiaries, including MacPeople.

Please read the following carefully and sign this form to confirm your understanding of the terms and conditions of your temporary employment with Future Prospects International Pty Ltd:

1. I confirm that I am an Australian Resident and/or hold a valid and current visa permitting me to work.
2. My employment with Future Prospects International is as a temporary employee on an assignment-by-assignment basis, with each assignment constituting a discrete period of employment. I may accept or reject any offer of an assignment from Future Prospects International. On completion of an assignment, whether satisfactory for otherwise, Future Prospects International is under no obligation to offer me further assignments.
3. I understand that Future Prospects International does not control the length of any assignment and I accept that whilst Future Prospects International may indicate the potential length of an assignment with a client in good faith, the client may vary the length of an assignment period or terminate my attendance at an assignment at their absolute discretion.
4. I accept that if a client of Future Prospects International varies the length of any assignment, or terminates my attendance at an assignment, as provided for in point 2 above, Future Prospects International has the right to discontinue my employment and is not bound to offer me further assignments with other clients in the future. Where notice of termination is required, such notice shall be in accordance with the terms of the relevant award.
5. I accept that I am under the care, control and supervision of Future Prospects International's client during the period of any assignment in regard to defined working arrangements and the manner and proficiency in which my work is to be performed. I undertake to perform the tasks required of me in a conscientious and competent manner. I acknowledge the right of Future Prospects International's client to direct my work activities.
6. I agree to adhere to all Occupational Health and Safety policies of Future Prospects International and Future Prospects International client and to obey all lawful and reasonable orders of Future Prospects International's clients with regard to the use of safety equipment, the wearing of protective clothing and noise protection devices and with regard to methods of performing work tasks.
7. Payment for my work will be made by Future Prospects International on a weekly basis only upon receipt of a Future Prospects International timesheet, correctly completed and with appropriate authorisation by an approved client supervisor, or by some other method defined by Future Prospects International. I understand that I will not receive payment for work done until Future Prospects International has receipt of that timesheet.
8. Payment to me by Future Prospects International may be made by Electronic funds Transfer to the bank account nominated by me or by cheque, at the discretion of Future Prospects International.
9. My remuneration by Future Prospects International may be on a (hourly, daily, weekly) basis. I acknowledge that should an award or other industrial instrument govern the terms and conditions of my employment, I shall be paid in accordance with that award or industrial instrument.
10. I acknowledge that in the absence of an appropriate award or industrial instrument, my remuneration by Future Prospects International is on an hourly / daily / weekly basis at the rate agreed between Future Prospects International and myself. I understand that this rate will be inclusive of but not limited to annual leave or any other relevant legislative entitlement in the State of New South Wales, unless notified otherwise.
11. Occupational Superannuation will be paid in accordance with the appropriate legislation or award.
12. I understand that future payments may be adjusted if actual working hours or other details differ from information provided on authorised timesheets received by Future Prospects International and I agree to allow Future Prospects International to deduct any over payment from future payments.
13. I agree to notify the Future Prospects International office as soon as practicable, but no later than normal start time on any day, that I am unable to attend during any period of an assignment.
14. CONFIDENTIALITY

I acknowledge that during the period of my assignment I will have access to and become familiar with information, which belongs to Future Prospects International's client and has commercial value to Future Prospects International's clients. This may include but is not limited to particulars of the client, plans, operations and procedures, management policies, production techniques, financial arrangements and computer media (confidential information).

[continued overleaf](#)

OFFICE level 6, 301 george street, sydney nsw 2000
TEL 61 2 9223 3033
FAX 61 2 9223 3133
POST gpo box 4986, sydney nsw 2001
ABN 26 002 530 289

macpeople creative recruitment
EMAIL mail@macpeople.net
WEB www.macpeople.net

future prospects international pty ltd
EMAIL mail@future-prospects.net
WEB www.future-prospects.net

terms of engagement

future prospects
macpeople

I will not disclose any confidential information directly or indirectly or use any confidential information either during the period of employment or at any time afterwards except as required in the course of an assignment and as authorised by Future Prospects International's client.

I acknowledge that all files, records, documents, discs, equipment and similar items relating to the business of Future Prospects International's clients, whether prepared by myself or not, remain the exclusive property of Future Prospects International's clients.

15. For a period of 12 months from the cessation of my last assignment, I agree that I will not accept a direct offer of employment whether temporary, contract or permanent from any client of former client of Future Prospects International to whom I am introduced without first notifying Future Prospects International.
16. Whether currently employed by Future Prospects International or not and for a period of 12 months from the cessation of my last assignment, I agree that I will not seek nor accept a direct offer of employment from another agency for placement, whether temporary, contract or permanent, with a client of Future Prospects International, if I have been introduced to that client by Future Prospects International.
17. I agree to complete an Employment Declaration (Australian Taxation office) form with Future Prospects International for this financial year if I have not already done so. I accept that Future Prospects International cannot pay me unless I have delivered a completed Employment Declaration form to a Future Prospects International branch.
18. I accept that on some types of assignments I may be required to undertake a medical examination and/or hearing test. If such tests are required, I authorise the results of those tests to be made available to Future Prospects International and its client.
19. Future Prospects International is responsible for the provision of statutory Workers Compensation insurance and in the event of any injury occurring during an assignment, I undertake to contact Future Prospects International with details immediately.
20. I agree that I will not discuss nor disclose my hourly rate of pay to any Future Prospects International temporary employee, other agency staff or any of Future Prospects International clients. My rate of pay is confidential and I will only discuss this with a Consultant from Future Prospects International.

DECLARATION

I declare that the employment related information, which I have provided to Future Prospects International, is true and correct.

I have read, understood and agree to the terms and conditions of my employment as detailed within the Temporary Employment Agreement and agree to accept Future Prospects International's and/or its clients rules covering medical requirements, safety regulations, time of attendance at work and other legislative requirements or conditions on the work site to which I am assigned from time to time.

Employee name:

Address:

Signature: Date:

Witnessed by:

Signature: Date: