Master Services Contract
(On-Hire & Placement Services)

TORRA
Staffing and Recruitment

The Master Services Contract has 3 sections, Customer Information Form, Standard Terms and Conditions for Recruitment Services and Guarantees. Please complete all sections of the Customer Information form, read the Standard Terms and Conditions for Recruitment Services (page 2) and Execute the Agreement (page 4) and Directors Guarantees (page 5 & 6).

Customer Information Form							
Company Legal Name:							
Company structure	☐ Sole Trader		☐ Partnership		☐ Private Company		☐ Public Company
Trading Entity:		ACN			ABN		
Address							
Years Trading:		Estimated Monthly Spend					
Invoice Details							
Address (if PO Box)							
Contact Name		Position/ Title					
Phone		Email					
Invoice Email address							
Safety and Wellbeing							
Contact Name		Position/ Title					
Phone		Email					
Directors/ Partners							
Name		Position/ Title					
Address							
Phone		Email					
Name		Position/ Title					
Address							
Phone		Email					
References							
Company Name		Contact Name					
Address							
Phone		Email					
Company Name		Contact Name					
Address							
Phone		Email					
Company Name		Contact Name					
Address							
Phone		Email					

Standard Terms and Conditions for Recruitment Services

1. INTERPRETATION

In this Agreement the terms below shall have the following meanings, unless otherwise defined:

Agreement: mean each agreement contemplated in clause 2(c).

Authorised person: a person acting within the scope of his or her actual or apparent authority; and with the company's Director/s express or implied authority to bind the company to terms of this agreement.

Cost of Service: means the cumulative total amount invoiced for services charged by the Supplier to the Customer in accordance with, and for the life of this Agreement.

Customer: means the party described as such on the front page of the Terms and Conditions.

Event of Default: means any of the following events:

(a) the Customer fails to pay for the Services;

(b) the customer breaches an Agreement;

(c) the Customer fails to have a guarantor execute Annexure A after being directed by the Suppliers; or

(d) if the Customer is a company, an order is made or a resolution is effectively passed for winding up of the Customer or the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the customer goes into liquidation or makes an assignment or an arrangement or composition with its creditor; the customer stops payment or is deemed unable to pay its debt within the meaning of the Corporations Act 2001; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration; the Customer ceases or threatens to cease carrying on business.

Guarantor: means the persons and/or entities described at Annexure A and B.

On-Hired Employee: means the Supplier's employee who provides services to the customer.

Permanent Placement: means any person who has accepted or obtained Permanent employment with the Customer.

Permanent Placement Fee (PPF): means the fee charged to the Customer for a permanent recruitment service provided by the supplier.

Placement Fee: means the fee described in clause 14.

Related Company: means the company identified in Annexure B.

Services: means all goods and services supplied by the Supplier to the Customer.

Specific Terms: means the specific terms agreed between the Supplier and the Customer for the provision of Services to the Customer, which may comprise, for example, an email/telephone request, services agreement, or contract.

Supplier: means Torra Staffing & Recruitment Pty Ltd providing the services.

Terms and Conditions: means the terms and conditions contained in this document.

2. FORMATION OF AGREEMENT

(a) The Customer may request Services from the Supplier.

(b) The Supplier and the Customer may negotiate and agree to the Specific Terms, with intention that there will be different Specific Terms for different Services.

(c) An Agreement is formed between the Supplier and the Customer upon the Supplier and the Customer reaching agreement on the Specific Terms.

(d) Each Agreement is comprised of the Specific Terms and the Terms and Conditions

(e) For the avoidance of doubt:

i. a new agreement is formed each time the Customer and the Supplier agree to new Specific Terms;

ii. the parties to an agreement are the Customer, and the relevant Suppliers Entity listed in Specific Terms;

iii. no Services are provided under the Terms and Conditions in the absence of agreed Specific Terms; and

iv. the Terms and Conditions will be taken to be accepted and binding on both the Customer and the Supplier if in the event the Customer accepts Services provided by the Supplier before signing and returning the Terms and Conditions.

3. VARIATION OF TERMS AND CONDITIONS

(a) The Terms and Conditions are valid and binding upon the parties unless a variation and/or amendment is agreed to in writing and signed by both parties.

(b) The Customer acknowledges that the Terms and Conditions are provided to the Customer as a template document and it is the intention of the parties that the Terms and Conditions will not be varied unless each variation is initialled by both parties on each page.

(c) The Customer agrees that any variation to the Terms and Conditions must be initialled by each party for the variation to be valid and binding.

(d) This clause does not prevent the parties from negotiating or agreeing the Specific Terms.

4. SUPPLIER'S OBLIGATION

The Supplier warrants to the Customer it:

(a) Has a copy of the relevant qualifications required by an On-Hired Employee to undertake the Service and has received two independent favourable references for the On-Hired Employee from previous employers in relation to work similar to the Service.

(b) Has interviewed the On-Hired Employee, assessed the On-Hired Employee's medical and fitness capabilities, and provided the On-Hired Employee with a basic safety induction; and

(c) Is responsible for the payment of wages, superannuation, workers compensation and public liability insurance in relation to the On-Hired Employee.

5. PERSONAL PROPERTY SECURITIES ACT (2009) (PPSA)

(a) The Customer and/or the Guarantor consent to the Supplier effecting a registration on the Personal Property Securities Register (PPSR) in relation to any security interest arising under or in connection with or contemplated by these terms.

(b) The Customer and/or the Guarantor grant a security interest over all their present and future property in favour of the Supplier as security for the obligations of the Customer to pay for the labour hire/ permanent placement or any other services to the Customer by the Supplier.

(c) The Customer and/ or the Guarantor waive their rights: under Sections 95 (Secured Party must give notice of removal accession), 118 (Enforcing Security in accordance with land law decisions), 121 (Enforcement of Security interest in liquid assets), and 143 (Entitled persons may reinstate security agreement) of the Personal Property Securities Act 2009 (Cth) and to receive notice of a verification statement in relation to any registration by the Supplier on the register

(d) This agreement constitutes a security agreement pursuant to the PPSA. In this clause, the terms "register", "security agreement" and "security interest" have the same meaning as that given to them by the PPSA.

6. WORKPLACE HEALTH AND SAFETY

(a) The Customer must provide, and ensure all On-Hired Employees attend, all required site-specific and job-specific inductions, familiarisations, and competency briefings prior to the commencement of any Services. The Customer must provide the Supplier with documentation confirming that all required inductions have been completed.

(b) Prior to the Services being changed in any way the Customer must first notify the Supplier of the proposed change to the services and seek approval from the Supplier to effect the change in the Services. The Supplier shall not unreasonably withhold its consent but such consent is conditional upon the Supplier verifying that each On-Hired Employee to be affected by the change in Services is trained, competent and qualified to perform the changed Services.

(c) The Customer must obtain and maintain all insurances reasonably required for the safe performance of the Services, including Public Liability and Third-Party Property Damage insurance. Certificates of Currency must be provided to the Supplier upon request, noting the Supplier as an interested party.

(d) The Customer must make all reasonably practicable efforts to ensure that:

i. all Services are carried out in compliance with applicable WHS legislation, regulations, codes of practice and site rules in the jurisdiction where the Services are performed.

ii. On-Hired Employees are not exposed to hazards or risks to health or safety arising from the Customer's undertaking, environment, systems of work, or equipment.

iii. all plant, equipment, tools, PPE and facilities supplied by the Customer are safe, fit for purpose, maintained, and used in accordance with WHS requirements.

iv. adequate information, instruction, training, supervision and safe work procedures are provided to ensure the Services can be carried out safely and without risk to health; and

v. any changes to tasks, work conditions, equipment, hazards or site risks are promptly communicated to the Supplier.

(e) The Customer acknowledges that both the Supplier and the Customer are Persons Conducting a Business or Undertaking (PCBUs) and owe a non-transferable primary duty of care to ensure, so far as reasonably practicable, the health and safety of On-Hired Employees while work is carried out for or at the direction of the Customer.

(f) The Customer must consult, cooperate and coordinate with the Supplier regarding all WHS matters that may affect On-Hired Employees, including hazard identification, risk assessments, incidents, control measures, and task variations.

(g) The Customer must ensure that On-Hired Employees do not undertake any task for which they have not been appropriately trained, instructed and authorised, and must ensure compliance with all WHS legislation, standards, site rules, procedures and lawful safety instructions.

(h) The Customer must immediately notify the Supplier of any incident, injury, near miss, hazard, or work refusal involving an On-Hired Employee, and provide sufficient information for the Supplier to meet its own WHS obligations, including statutory reporting.

(i) The Customer must permit the Supplier (or its representative) to enter and attend any site where Services are being performed for the purpose of conducting safety inspections, audits, incident investigations or verifying WHS compliance.

(j) The Customer must, so far as is reasonably practicable, ensure that

i. On-Hired Employees are permitted to access and use digital devices (including mobile phones or tablets issued by either party) for the sole purpose of completing WHS-related activities required under the Supplier's WHS systems, including SafetyCulture, digital checklists, risk assessments, incident reporting, and competency verification.

ii. No Customer policy, directive, or restriction regarding the use of digital devices should hinder or prevent the Supplier from fulfilling their WHS obligations under applicable legislation, including duties related to hazard identification, incident reporting, consultation, and ensuring safe systems of work.

iii. Customer policies or site rules must not unreasonably prevent On-Hired Employees from using digital devices for WHS purposes, unless a written alternative is agreed upon that ensures equal or higher WHS compliance and maintains documentation integrity.

iv. Where the Customer maintains a "no phone/device" policy, an exemption is implemented for WHS-related device use, or the Customer provides reasonable access to a suitable alternative device or platform that enables completion of WHS obligations consistent with the Supplier's requirements.

v. Any refusal, restriction, or limitation imposed by the Customer regarding On-Hired Employee digital device use is immediately communicated to the Supplier so that both PCBUs can cooperatively establish an alternative compliant process that meets WHS obligations.

7. LIABILITIES AND INDEMNITIES

(a) The Customer indemnifies the Supplier and keeps it indemnified from and against all liability, loss, damage, penalty, charge, claim, harm, injury, costs or expenses of any kind whatsoever incurred or suffered directly or indirectly from or in connection with:

i. Any breach of this Agreement by the Customer or the termination of this Agreement because of a breach by the Customer;

ii. Any wilful, unlawful or negligent act or omission of the Customer;

iii. Any injury to or death of a natural person and any loss of or damage to a third party's real or personal property caused or contributed to by the Customer;

iv. Any claim, action, demand or proceeding by a third party against the Supplier caused by or contributed to by the Customer; or

v. Any claim, action, demand, or proceeding by a third party against the Supplier or any of arising directly or indirectly out of a breach of this Agreement by the Customer or by any wilful, unlawful or negligent act or omission of the Customer, except to the extent that any Loss is solely and directly caused by the negligence of the Supplier.

(b) This clause will survive the termination of this agreement.

8. COMPANIES

(a) If the Customer is a corporation, the Customer warrants that all of its directors have signed this agreement and that all of its directors will enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier.

(b) If the Customer is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporation structure (for example by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders they must also sign a guarantee and indemnity.

9. RETURN TO WORK

(a) If a On-Hired Employee sustains injury whilst performing the Services, the Customer will take reasonable steps to ensure that the suitable employment is provided to the On-Hired Employee in accordance with the On-Hired Employee's statement of fitness for work.

10. COST OF SERVICE

(a) The Cost of Service is the fee set out in the Specific Terms.

(b) The minimum Services period, and accordingly the minimum Cost of Service, on any day is four hours.

(c) The Supplier may issue invoices to the Customer on a weekly basis.

(d) The Customer must pay each invoice with 14 (Fourteen) days from the date of invoice unless otherwise agreed in writing by the Supplier.

(e) The Supplier may charge the Customer interest on all overdue invoices at a rate equivalent to the reference rate charged by the Supplier's principal bankers plus 2% from the due date of the invoice until full payment of the invoice

(f) The Customer must indemnify the Supplier for all transactions invoicing the Customer's credit account with the Supplier, including any fraudulent use of the Customer's credit account by the Customer or one of the Customer's employees, agents, servants, or representatives.

(g) The Customer acknowledges that the Cost of Service may be amended by the supplier to reflect any changes to a tax or levy, statutory instrument, union agreement or award.

(h) Any additional cost to the Supplier resulting from the changed Cost of Service will be charged to the Customer, and the Customer must pay the charge without challenge or complaint.

11. PAYROLL PROCESSING

(a) The Customer must:

i. ensure all On-Hired Employees complete and submit a timesheet—whether handwritten, electronic, or via any approved system—on the morning of the first workday following the last day of the pay week;

ii. review the timesheet to verify the accuracy of all recorded hours, including the 'TOTAL' column, ordinary hours, overtime hours, break deductions, and any site-specific requirements;

iii. authorise the timesheet, and the Customer acknowledges that any authorised timesheet (including electronic approval) is binding on the Customer regardless of who provides the approval on its behalf; and

iv. forward the authorised timesheets to the Supplier by no later than the morning of the first workday following the last day of the pay week.

(b) The Customer acknowledges and agrees that the Supplier will issue invoices based solely on the hours recorded in the timesheets provided by the Customer, and that any failure by the Customer to properly review or verify the accuracy of a timesheet does not relieve the Customer of its obligation to pay the invoiced amount.

(c) If the Customer fails to provide an authorised timesheet within the timeframe required under clause 11(a), the Supplier may rely on the On-Hired Employee's submitted hours for payroll and invoicing purposes, and such hours will be deemed accurate and payable by the Customer.

(d) Any disputes regarding hours worked must be raised in writing within three (3) business days of receipt of the relevant invoice. The Customer must pay all undisputed amounts by the due date while the parties work together in good faith to resolve any disputed portion.

12. TERMINATION OR SUSPENSION OF AGREEMENT SERVICES

(a) Either party may terminate an Agreement and/ or the Services in relation to any one or more On-Hired Employees with one and a half (1.5) hour's written notice to the other party.

(b) Where the Customer terminates the Agreement and/ or the Services because it no longer requires the Services, the Supplier is responsible for notifying the On-Hired Employee.

(c) The Supplier may in its sole and unfettered discretion, cease or suspend supply of Services to the Customer for any reason whatsoever.

(d) If the Customer commits a Default or is in breach of any Agreement the Supplier may, without prejudice to its other legal rights, issue a demand to the Customer for all monies owed to it by the Customer, retain any monies paid to it by the Customer on account, and/ or cease any further Services being provided to the Customer under any Agreement and recover (by whatever means the Supplier chooses) from the Customer all monies owed to it.

(e) The parties are not prohibited from seeking Injunctive relief against each other or enforcing any other rights.

(f) If the Customer breaches an Agreement, that constitutes a breach of each other Agreement

(g) The Customer and/ or Guarantor indemnifies the Supplier from and against all of the Supplier's costs and disbursements including legal costs on a full indemnity basis arising from the Customer's breach of any Agreement.

13. ASSIGNMENT

(a) The Customer must not assign, transfer, charge, subcontract or otherwise deal with its rights or obligations under any Agreement without the parties written consent (which consent must not be unreasonably withheld).

(b) The Supplier may assign, transfer, novate or otherwise deal with any or all of the Supplier's rights or obligations under any Agreement at any time to any entity or body corporate at its sole discretion.

14. ENGAGEMENT OF ON-HIRED EMPLOYEE

(a) If the Customer makes an offer of employment to an On-Hired Employee (either temporary or permanent) or engages the On-Hired Employee through another provider.

i. Within 12 months of the On-Hired Employee being introduced by the Supplier, or

ii. Within 12 months of the last date the On-Hired Employee was placed with the Customer, the Customer must pay a Placement Fee.

(b) The Customer acknowledges breach of 14(a) will constitute breach of this agreement and entitles the Supplier to charge the Placement Fee.

(c) Where the Placement Fee is not outlined in the Specific Terms or Proposal, it will be calculated as 15% of the Annual Salary package of the On-Hired Employee including superannuation, company car, bonuses, and any other entitlement.

(d) The Placement Fee is payable on demand.

15. PERMANENT RECRUITMENT

(a) Permanent Placement Fee (PPF) is payable when a suitable Candidate is introduced to the Customer, an offer of permanent employment is made by the Customer to the Candidate and the offer is accepted by the candidate. PPF is payable within fourteen days of the date on which the Candidate accepts the offer.

(b) Permanent Placement Guarantee (PPG) means that if the successful Candidate ceases permanent employment with the Customer within three months of commencement of such employment, the Supplier will endeavour to find a replacement Candidate for the position without charging additional placement fees.

i. The replacement guarantee does not permit for any refund of the PPF.

(c) The replacement guarantee on applies if:

i. All fees, charges and expenses owing by the Customer in respect of the placement of the original Candidate have been paid in full in accordance with the payment terms set forth in these Terms of Business;

ii. The request to replace the candidate is given in writing exclusively to the Supplier;

iii. The original job description and specification does not alter.

(d) The replacement guarantee does not apply:

i. If the Candidates' employment ceases for reasons beyond the Supplier's control such as redundancy, restructuring, economic circumstances, company closure, change of management or substantial change from the original job description.

16. SUBSCRIPTION RECRUITMENT

(a) Subscription Recruitment is a method of engagement whereby the Supplier provides recruitment services to the Customer under a subscription model for a fixed 12-month period, or such other term as set out in the Specific Terms – Subscription Recruitment

(b) The Customer is allocated a fixed number of recruitment service credits ("Credits") for use during the subscription term. One (1) Credit entitles the Customer to one (1) recruitment process for a single job requisition, including all activities ordinarily provided under the subscribed service offering.

(c) A Credit is deemed engaged and consumed immediately upon the Customer submitting a job requisition to the Supplier, regardless of whether the requisition is later withdrawn, modified, cancelled, or otherwise not proceeded with by the Customer.

(d) Credits must be used within the subscription term. Credits do not roll over unless expressly agreed in writing by the Supplier. Any job requisition submitted after the Customer exhausts its Credits will incur additional fees as set out in the Specific Terms – Subscription Recruitment.

(e) The Subscription Recruitment Fee ("SRF") is payable monthly by the Customer via direct debit or recurring monthly invoicing.

(f) The Cost of Service is the cumulative fee set out in the Specific Terms – Subscription Recruitment and is payable in accordance with these Terms and Conditions.

(g) The Customer must pay each invoice within seven (7) days of the invoice date unless otherwise agreed in writing by the Supplier.

(h) The Subscription Recruitment Guarantee ("SRG") applies where a candidate placed by the Supplier ceases employment within the subscription period. Under the SRG, the Supplier will endeavour to source a replacement candidate for the same position without charging additional placement fees.

(i) The SRG only applies where:

i. all fees, charges and expenses payable by the Customer during the subscription period have been paid in full and on time;

ii. the replacement request is submitted in writing exclusively to the Supplier; and

iii. the original job description and job specifications have not materially changed.

(j) The SRG does not apply where the candidate's employment ends for reasons outside the Supplier's control, including (but not limited to) redundancy, restructuring, economic conditions, company closure, a change in management, or substantive changes to the original job description.

17. TORRA STAFFING & RECRUITMENT

(a) Torra Staffing & Recruitment Pty Ltd (ABN: 22 643 043 421) is the nominated entity to be a party to an agreement with the Customer.

18. NOTICES

(a) Any notice given under this Agreement:

i. Must be in writing addressed to the intended recipient at the address shown above.

ii. Must be signed by a person duly authorised by the sender; and

iii. Will be taken to have been given when it is served upon the party at their address as set out in the Credit Application Customer Information Form is served by post five (5) business days after posting if by email the day after transmission by the person giving the notice.

19. SECURITY

(a) As security for all indebtedness or other obligations owed by the Customer to the Supplier, the Customer and/ or the Guarantor charge the following in favour of the Supplier:

i. Any land in which the Customer and/ or Guarantor has an interest now or in the future (and any proceeds of that land); and personal property in which the Customer and/ or Guarantor has an interest (and any proceeds of that personal property).

ii. The Customer and/ or Guarantor consent to the Supplier (or the Supplier's nominee) lodging a caveat for the purposes of recording the Supplier security interest in the land.

20. GOODS AND SERVICES TAX

(a) Where any supply to be made by one party (Supplier) to the other party (Recipient) under or in connection with an Agreement is subject to GST (other than a supply the consideration for which is specifically described in this Agreement as 'GST Inclusive'):

i. The consideration payable or to be provided for that supply but for the application of this clause (GST Exclusive Consideration) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

ii. The Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.

iii. The Supplier must issue a tax invoice to the Recipient in respect of any taxable supply made under or in connection with this Agreement, such tax invoice to be issued as soon as the Supplier receives the consideration for that taxable supply.

iv. A word or expression used in this clause which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in this clause.

21. DISPUTE RESOLUTION

(a) If a dispute arises concerning the performance or non-performance by either party of their obligations under an Agreement, a party may issue, not later than 14 days after the dispute arises, a notice of dispute in writing and the parties must participate in good faith negotiations with an aim of resolving the dispute.

(b) Nothing in this clause affects a parties' right to terminate or suspend an agreement and/or the services in accordance with clause 12.

(c) Nothing shall prevent a party from instituting proceedings to seek injunctive or urgent declaration relief in respect of a dispute on any other matter arising from or in connection with this agreement.

(d) Despite the existence of a dispute, both parties continue to perform its obligations in accordance with each Agreement.

(e) If the parties cannot agree on a mediator, either party may request the chairperson of Resolution Institute or the Chairperson's nominee appoint a mediator

(f) The role of mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a binding decision on a party to the dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within fifteen (15) Business Days of the request for mediation. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the dispute.

22. MISCELLANEOUS

(a) The Terms and Conditions may be executed in any number of counterparts. Each counterpart constitutes an original which together constitutes a validly signed document.

(b) Each Agreement is governed by the laws of New South Wales.

(c) Each Party acknowledges that it has:

i. Taken independent advice as to the nature, effect and extent of each Agreement or had a reasonable opportunity to obtain such advice; and

ii. Not relied on any advice, promise, representation, conduct or inducement made by or on behalf of any other party material to the entry into each Agreement other than as set out in the Specific Terms and the Terms and Conditions.

23. ENTIRE AGREEMENT

This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

24. PRIVACY/ CONFIDENTIALITY

(a) The parties acknowledge that by virtue of this Agreement, each may be afforded access to or acquire knowledge of the other party's confidential information. The party receiving that information agrees that any confidential information will not be disclosed to others or independently used without prior authorisation from the disclosing party.

(b) The Supplier is permitted to use the Customer's details for the purposes of account servicing and direct marketing purposes.

(c) The Customer and its Director(s) for the purpose of the Agreement, authorise the Supplier and it related Company Bodies to obtain from a credit reporting body any information relating to the Customer and its Directors' commercial activities, commercial credit worthiness and credit capacity in accordance with section 18N(1)(b) of the Privacy Act 1988 (Cth).

25. SPECIAL CONDITIONS

Any special conditions form part of these Terms and Conditions shall be detailed below under clause 24. In the event of any inconsistency or conflict between a special condition and a term of the Terms and Conditions, the special conditions shall prevail to the extent of such inconsistency.

Special Conditions:

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EXECUTED AS AN AGREEMENT

Insert name of Company ____

To be signed by 2 Directors or a Director and Company Secretary. If Signed by "Authorised Person", Position must be provided.

Executed by AUTHORISED PERSON:

Name: ______________________________

Signature: ___________________________

Position: ____________________________

Date: _______________________________

Witnessed By:

Name: ______________________________

Signature: ___________________________

Position: ____________________________

Executed by AUTHORISED PERSON:

Name: ______________________________

Signature: ___________________________

Position: ____________________________

Date: _______________________________

Witnessed By:

Name: ______________________________

Signature: ___________________________

Position: ____________________________

Executed by Torra Staffing & Recruitment Pty Ltd:
The below is signed by an AUTHORISED PERSON on behalf of Torra Staffing & Recruitment Pty Ltd.

Name: ______________________________

Signature: ___________________________

Position: ____________________________

Date: _______________________________

ANNEXURE B – GUARANTOR PROVISIONS

Director's Guarantee

Company Name		Phone	
Address			
ACN		Email	
Company Name		Phone	
Address			
ACN		Email	

1. Guarantee and Indemnity

(a) The Guarantor acknowledges that the Supplier:

i. Enters into this agreement at the request of the Guarantor;

ii. Is acting in reliance on the Guarantor incurring obligation and giving rights under this guarantee and indemnity.

(b) The Guarantor:

i. Guarantees to the supplier due and punctual observances and performance of an Agreement by the Customer and unconditionally and irrevocably indemnifies the Supplier and agrees to keep it indemnified from and against all loss, damage, costs and expenses suffered or incurred by the Supplier in connection with:

- Any breach of non-performance by the Customer of an Agreement
- Any repudiation of this Agreement by the Customer; and
- An incorrect or misleading representation or warranty made or taken to be made expressly or impliedly (whether by act, omission, or operation of law) by the Customer in relation to an Agreement.

(c) It is not necessary for the Suppler to incur expense or make payment before enforcing that right of indemnity.

2. Terms of Guarantee

(a) The Guarantor further agrees:

i. That is, it jointly and severally liable for the Customer's liabilities along with the other Guarantors described in Annexure B. The Supplier may proceed, in its sole and unfettered discretion, against the Guarantor without having first exhausted its remedies against Customer or other Guarantors; and

ii. This guarantee and indemnity shall not be affected by any laches, acts, omissions, or mistakes on the part of the Suppliers; and

iii. This guarantee and indemnity shall continue to be binding upon the Guarantor not withstanding:

a) The death, bankruptcy, insolvency or liquidation (as the case may be) of the Customer or the Guarantor or any on or more of them;

b) Any change or alteration in the constitution of the Customer;

c) The happening or any matter or thing under the law relating to the sureties would, but for this provision have the effect of releasing the Guarantor from this guarantee and indemnity or of discharging this guarantee and indemnity.

d) The granting of time, forbearance or other concession by the Supplier to the Customer or any Guarantor;

e) The acquiescence, delay, acts, omissions or mistakes on the part of the Supplier;

f) Any novation of a right by the Supplier;

g) A variation of an Agreement or an assignment of an Agreement by the Supplier;

h) An assignment of an Agreement by the Supplier;

i) The termination of an Agreement;

j) The fact that an Agreement may be wholly or partially void, voidable or unenforceable;

k) The non-execution of the Terms and Conditions by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against ore or more of the Guarantors;

l) The exercise or purported exercise by the Supplier of its rights in accordance with an Agreement;

m) The Supplier's breach of an Agreement; or

n) In the event of any part of an Agreement is severed then the Guarantor will not be entitled to rely or claim the benefit of any such severance.

3. Access to Agreement

(a) The Guarantor acknowledges having been given a copy of the Terms and Condition and having had full opportunity to consider its provisions before providing this guarantee and indemnity

4. Indemnity on Disclaimer

(a) If a liquidator or trustee in bankruptcy disclaims an Agreement, the Guarantor indemnifies the Supplier against any resulting loss.

5. Guarantor Not to Prove in Liquidation or Bankruptcy

(a) Until the Supplier has received all money payable to it by the Customer:

i. The Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors;

ii. The Guarantor must not raise a set-off or counterclaim available to it or the Customer against the Supplier in reduction of its liability under an Agreement;

iii. The Guarantor must not claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Supplier in connection with an Agreements; and

iv. The Guarantor must hold any claim it has and any dividend it receives on trust for the Supplier

6. Costs

(a) The guarantor agrees to pay or reimburse the Supplier on demand for:

i. The Supplier's reasonable costs, charges, and expenses in making, enforcing and doing anything in connection with an Agreement including, but not limited to, legal costs and expenses on an indemnity basis to be taxed or agreed; and

ii. All stamp duties, fees, taxes and charges which may be payable in connection with an Agreement and indemnity contained in an Agreement or a payment, receipt or other transaction contemplated by it.

(b) Money paid to the Supplier by the Guarantor must be applied first against payment of costs, charges and expenses under clause 6(a)(i) and (ii) then against other obligation under this guarantee and indemnity.

Guarantor 1:	**Guarantor 2:**
Name: ______________________________	Name: ______________________________
Signature: ______________________________	Signature: ______________________________
Date: ______________________________	Date: ______________________________
Witnessed By:	**Witnessed By:**
Name: ______________________________	Name: ______________________________
Signature: ______________________________	Signature: ______________________________
Position: ______________________________	Position: ______________________________

ANNEXURE B – GUARANTOR PROVISIONS

Related/ Parent Guarantee

Company Name		Phone	
Address			
ACN		Email	
Company Name		Phone	
Address			
ACN		Email	

Related Company: A company whish is connected or has similar ownership with the Customer who is applying for credit with the Supplier.
Parent Company: A company which holds majority ownership of the customer/ company who is applying for credit with the Supplier

1. Guarantee and Indemnity

(a) The Guarantor acknowledges that the Supplier:

i. Enters into this agreement at the request of the Guarantor;

ii. Is acting in reliance on the Guarantor incurring obligation and giving rights under this guarantee and indemnity.

(b) The Guarantor:

i. Guarantees to the Supplier due and punctual observances and performance of an Agreement by the Customer and unconditionally and irrevocably indemnifies the Supplier and agrees to keep it indemnified from and against all loss, damage, costs and expenses suffered or incurred by the Supplier in connection with:

- Any breach of non-performance by the Customer of an Agreement
- The Customer repudiates of an Agreement; and
- An incorrect or misleading representation or warranty made or taken to be made expressly or impliedly (whether by act, omission, or operation of law) by the Customer in relation to an Agreement.

(c) It is not necessary for the Suppler to incur expense or make payment before enforcing that right of indemnity.

2. Terms of Guarantee

(a) The Guarantor further agrees:

i. That is, it jointly and severally liable for the Customer's liabilities along with the other Guarantors described in Annexure B. The Supplier may proceed, in its sole and unfettered discretion, against the Guarantor without having first exhausted its remedies against Customer or other Guarantors; and

ii. This guarantee and indemnity shall not be affect by any laches, acts, omissions or mistakes on the part of the Supplier; and

iii. This guarantee and indemnity shall continue to be binding upon the Guarantor not withstanding:

a) The death, bankruptcy, insolvency or liquidation (as the case may be) of the Customer or the Guarantor or any on or more of them;
b) Any change or alteration in the constitution of the Customer;
c) The happening or any matter or thing under the law relating to the sureties would, but for this provision have the effect of releasing the Guarantor from this guarantee and indemnity or of discharging this guarantee and indemnity.
d) The granting of time, forbearance or other concession by the Supplier to the Customer or any Guarantor;
e) The acquiescence, delay, acts, omissions or mistakes on the part of the Supplier;
f) Any novation of a right by the supplier;
g) A variation of an Agreement or an assignment of an Agreement by the Supplier;
h) An assignment of an Agreement by the Supplier;
i) The termination of an Agreement;
j) The fact that an Agreement may be wholly or partially void, voidable or unenforceable;
k) The non-execution of the Terms and Conditions by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against ore or more of the Guarantors;
l) The exercise or purported exercise by the Supplier of its rights in accordance with an Agreement;
m) The Supplier's breach of an Agreement; or
n) In the event of any part of an Agreement is severed then the Guarantor will not be entitled to rely or claim the benefit of any such severance.

3. Access to Agreement

(a) The Guarantor acknowledges having been given a copy of the Terms and Condition and having had full opportunity to consider its provisions before providing this guarantee and indemnity

4. Indemnity on Disclaimer

(a) If a liquidator or trustee in bankruptcy disclaims an Agreement, the Guarantor indemnifies the Supplier against any resulting loss.

5. Guarantor Not to Prove in Liquidation or Bankruptcy

(a) Until the Supplier has received all money payable to it by the Customer:

i. The Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors;

ii. The Guarantor must not raise a set-off or counterclaim available to it or the Customer against the Supplier in reduction of its liability under an Agreement;

iii. The Guarantor must not claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Supplier in connection with an Agreements; and

iv. The Guarantor must hold any claim it has and any dividend it receives on trust for the Supplier

6. Costs

(a) The guarantor agrees to pay or reimburse the Supplier on demand for:

i. The Supplier's reasonable costs, charges and expenses on an indemnity basis in making, enforcing and doing anything in connection with an Agreement including, but not limited to, legal costs and expenses to be taxed or agreed; and

ii. All stamp duties, fees, taxes and charges which may be payable in connection with an Agreement and indemnity contained in an Agreement or a payment, receipt or other transaction contemplated by it.

(b) Money paid to the Supplier by the Guarantor must be applied first against payment of costs, charges and expenses under clause 6(a)(i) and (ii) then against other obligation under this guarantee and indemnity.

Guarantor 1:	**Guarantor 2:**
Name: ______________________________	Name: ______________________________
Signature: ______________________________	Signature: ______________________________
Date: ______________________________	Date: ______________________________
Witnessed By:	**Witnessed By:**
Name: ______________________________	Name: ______________________________
Signature: ______________________________	Signature: ______________________________
Position: ______________________________	Position: ______________________________