



Terms and Conditions – Contract Labour Services

(Western Australia)

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- **Company** means **BLUECHIP INDUSTRIAL SERVICES PTY LTD (ACN 656 549 889)**.
- **Provider** means the contract labour provider engaged by the Company.
- **Personnel** means any employee, contractor, subcontractor, or agent supplied by the Provider.
- **Services** means the labour and related services provided under a Work Order.
- **Work Order** means a written order, schedule, or agreement specifying the Services, rates, duration, and site.
- **Site** means any premises where Services are performed.
- **Applicable Laws** means all Commonwealth and Western Australian laws, regulations, codes, and standards.

These Terms and Conditions apply to all Services unless expressly varied in writing.

2. Engagement

2.1 The Company engages the Provider to supply Personnel to perform the Services in accordance with these Terms and any Work Order.

2.2 Nothing in this agreement creates a relationship of employment, partnership, joint venture, or agency between the Company and the Provider or its Personnel.

2.3 The Provider acts as an independent contractor at all times.

3. Personnel

3.1 All Personnel remain employees or contractors of the Provider.

3.2 The Provider is solely responsible for:

- recruitment, screening, supervision, and discipline of Personnel
- payment of wages, salaries, superannuation, leave, and entitlements



- payroll tax, PAYG, workers' compensation, and insurance obligations
- compliance with all industrial, workplace relations, and migration laws

3.3 The Provider warrants that all Personnel:

- are suitably qualified, trained, competent, and experienced
- hold all licences, tickets, and certifications required under WA law
- are legally entitled to work in Australia

3.4 The Company may direct the removal of any Personnel from a Site for safety, performance, or conduct reasons without liability.

4. Compliance with Laws

4.1 The Provider must comply with all **Applicable Laws**, including but not limited to:

- **Work Health and Safety Act 2020 (WA)**
- **Work Health and Safety (General) Regulations 2022 (WA)**
- **Industrial Relations Act 1979 (WA)**
- **Labour Hire Licensing Act 2024 (WA)** (once in force)
- applicable Fair Work legislation

4.2 The Provider warrants that it:

- holds all licences and registrations required to operate in Western Australia
- is, or will be, a licensed labour hire provider in WA where required
- immediately notifies the Company of any suspension, cancellation, or investigation affecting its licences

5. Work Health and Safety

5.1 The parties acknowledge they are **persons conducting a business or undertaking (PCBUs)** under the Work Health and Safety Act 2020 (WA).

5.2 The Provider must:

- ensure Personnel comply with all Site safety rules and lawful directions
- provide appropriate training, PPE, and safety supervision
- consult, cooperate, and coordinate with the Company on WHS matters



5.3 The Provider must immediately notify the Company of:

- any incident, injury, illness, or near miss involving Personnel
 - any notifiable incident under WA WHS legislation
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6. Work Orders and Rates

6.1 Services will only be provided in accordance with an approved Work Order.

6.2 Rates are inclusive of all labour-related costs unless expressly stated otherwise in writing.

6.3 No variation applies unless agreed in writing by the Company.

7. Invoicing and Payment

7.1 Invoices must reference the relevant Work Order and detail hours worked.

7.2 The Company will pay correctly rendered invoices within *[insert number]* days.

7.3 The Company may withhold payment for disputed amounts pending resolution.

8. Insurance

8.1 The Provider must maintain, at its own cost:

- Workers' Compensation Insurance compliant with WA law
- Public Liability Insurance (minimum *[e.g. \$20 million]*)
- Professional Indemnity Insurance (if applicable)

8.2 Certificates of currency must be provided upon request.

9. Indemnity

9.1 The Provider indemnifies **BLUECHIP INDUSTRIAL SERVICES PTY LTD** against all claims, losses, damages, penalties, liabilities, and costs arising from:

- breach of these Terms
- acts or omissions of the Provider or its Personnel
- failure to comply with Applicable Laws



- employment-related claims by Personnel

10. Confidentiality

10.1 The Provider must keep confidential all Company information accessed during the Services.

10.2 This obligation survives termination.

11. Intellectual Property

11.1 All intellectual property created by Personnel in the course of the Services vests in the Company unless otherwise agreed in writing.

12. Termination

12.1 The Company may terminate a Work Order immediately if:

- these Terms are breached
- safety, compliance, or licensing concerns arise
- the Provider becomes insolvent

12.2 Termination does not affect accrued rights or obligations.

13. Non-Solicitation

13.1 The Provider must not solicit or employ the Company's employees or contractors during the engagement and for [6-12] months after, without written consent.

14. Governing Law

14.1 These Terms are governed by the laws of **Western Australia**.

14.2 The parties submit to the exclusive jurisdiction of the courts of Western Australia.