



Candidate Declaration and

This document sets out the terms and conditions on which you will be employed as a **casual employee** within Mr Meticulous Pty Limited, and constitutes your employment contract with Mr Meticulous Pty Limited.

From time to time, Mr Meticulous Pty Limited will offer you a place with one of its clients (**the client**) to which you will be required to provide services consistent with your skills, qualifications and experience (**client assignment**). The terms and conditions in this Mr Meticulous Pty Limited Candidate Declaration and Consent should be read in conjunction with any subsequent terms and conditions, imposed by Mr Meticulous Pty Limited and/or the client, specific to the client assignment. In the event of any inconsistency between this document and any such subsequent terms and conditions, the subsequent terms and conditions will prevail to the extent of the inconsistency.

Each client assignment is a separate period of employment with Mr Meticulous Pty Limited. However, unless otherwise varied in writing, the terms and conditions in this Candidate Declaration and Consent continue to apply to each period of employment with Mr Meticulous Pty Limited.

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In the course of my employment with Mr Meticulous Pty Limited and in undertaking any client assignment, I understand and accept the following terms and conditions.

General Terms & Conditions of **casual** (Hourly Hire) Employment

1. During a client assignment, I am under the care, direction and supervision of the client and the client will direct me as to hours of work and the manner and proficiency in which I am to undertake work for the client.
2. I am employed as a **casual** employee. I acknowledge that I have no guarantee of ongoing employment and may from time to time be offered client assignments by Mr Meticulous Pty Limited. I am under no obligation to accept any client assignment I am offered by Mr Meticulous Pty Limited.
3. I shall be paid on an **hourly basis**, and for each client assignment provided with further written confirmation clarifying that I will be remunerated,
 - (a) in accordance with the applicable statutory instrument; or
 - (b) to the extent permitted by law, an hourly rate that includes any benefit to which I am entitled under the applicable statutory instrument (including but not limited to payment for annual leave loading, pay period specifications, overtime, penalty rates, allowances and/or any other applicable conditions).
4. As a **casual** employee, I **am not** entitled to annual, paid personal or paid compassionate leave, or paid public holidays.
5. I am to undertake each client assignment to the best of my ability.
6. I accept that each client assignment with Mr Meticulous Pty Limited is a separate period of employment with Mr Meticulous Pty Limited.
7. The length of any client assignment is determined according to the needs of the client and is not controlled by Mr Meticulous Pty Limited.
8. The client may vary or terminate the client assignment at any time by giving me one (1) hours' notice.
9. Variation of a client assignment or

commencement of a new client assignment does not alter the terms and conditions set out in this Candidate Declaration and Consent unless otherwise specified in writing by Mr Meticulous Pty Limited.

Training

10. Unless otherwise agreed, I will not be paid for time spent on any training provided by Mr Meticulous Pty Limited or any training provided by the client in the course of a client assignment, unless I am required to attend such training.

Work rights and qualifications

11. I must be an Australian Resident and/or hold a visa permitting me to work in Australia.
12. I must be free of restrictions that may affect my eligibility to work in Australia.
13. I am required to notify Mr Meticulous Pty Limited of any change in my working rights.
14. Where my duties require I hold a valid license or qualification (ticket), I will disclose to Mr Meticulous Pty Limited any information which may affect the status or validity of the ticket (e.g. loss or expiration of a license).

Restraint

15. I will not seek or accept an offer of casual or permanent employment with a client, (or a client's labour-hire supplier), with which I am undertaking a client assignment or have completed a client assignment within the past six (6) months, unless by written agreement with Mr Meticulous Pty Limited.
16. Should I be approached by a client, or a client's labour-hire supplier, with an offer of casual or permanent employment, I shall notify Mr Meticulous Pty Limited immediately.

Superannuation

17. Mr Meticulous Pty Limited shall make superannuation contributions on my behalf in accordance with statutory requirements.
18. I shall be able to elect a compliant fund into which Mr Meticulous Pty Limited shall make superannuation contributions. Where I do not elect a fund, Mr Meticulous Pty Limited shall make the contributions into an Mr Meticulous Pty Limited nominated fund.

Timesheets & Payment of Wages

19. I shall be paid weekly, provided I submit to Mr

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Meticulous Pty Limited a correctly completed timesheet for the relevant week that has been authorised by my supervisor/manager.

20. In the event that any excess payment is made to me, I authorise Mr Meticulous Pty Limited to make the appropriate deductions from my following pay(s).
21. If any industrial instrument applies to the employment, I agree that:
 - a) the industrial instrument is not incorporated into this Candidate Declaration and Consent;
 - b) any entitlement under the industrial instrument is to be calculated by reference to the applicable rate of pay contained in the industrial instrument; and
 - c) Mr Meticulous Pty Limited is entitled, without limitation, to offset all benefits conferred by the relevant industrial instrument to you (including the wages and other benefits set out within) against any liability or entitlement claimed by you in relation to your employment under any such industrial instrument.

In this Candidate Declaration and Consent, "industrial instrument" means any instruments made pursuant to federal or state workplace relations legislation including any relevant Modern Awards, Enterprise Agreements and any determinations or orders made by the Fair Work Commission or other state-based instrumentalities.

22. I will immediately notify Mr Meticulous Pty Limited if your account into which your wage is paid is closed or transferred to another branch, bank, building society or credit union.
23. I understand and agree that Mr Meticulous Pty Limited is not responsible for the incorrect allocations of the payment of wages by the bank, building society or credit union or as a result of your nomination of an incorrect account.

Policies and Procedures

24. I will comply with Mr Meticulous Pty Limited's, and the client's, policies and procedures as are in place and as are amended from time to time. However, the policies and procedures do not form part of this or any other employment contract.
25. In the event of an inconsistency between the

policies and procedures of the client and Mr Meticulous Pty Limited, I am to comply with the policies and procedures as directed by Mr Meticulous Pty Limited.

Confidentiality

26. During or at any time after my employment with Mr Meticulous Pty Limited, I will not use or disclose to any person any confidential information (being information of or relating to Mr Meticulous Pty Limited or a client from a client assignment on which I am placed, or any of their customers or clients or suppliers, or any person whose confidential information I access or obtain as a result of my employment or a client assignment) and I will use my best endeavours to prevent the use or disclosure of that information by a third party, except as authorised by Mr Meticulous Pty Limited or the client, where applicable.
27. Upon completion of a client assignment, I will return to Mr Meticulous Pty Limited or to the client, as applicable, all material(s) and information relating in any way to the business or affairs of Mr Meticulous Pty Limited or the client, as applicable.
28. Should I accept an offer of casual or permanent employment with a client at any stage, I will not disclose any of Mr Meticulous Pty Limited's confidential information or any other information relating to Mr Meticulous Pty Limited's operations under any circumstance.

Media Contact

29. I will not speak to or contact any branch of the media with regard to any matter affecting:
 - (a) Mr Meticulous Pty Limited, without the prior approval of Mr Meticulous Pty Limited; or
 - (b) a client from a client assignment on which I am placed, without the prior approval of the client.

Intellectual Property

30. Any intellectual property which is used, exploited, developed, conceived, created, discovered, produced or otherwise generated by me either individually or otherwise during my employment with by Mr Meticulous Pty Limited, which relates in any way to the confidential information or other information or property of by Mr Meticulous Pty Limited, or a client of by Mr Meticulous Pty Limited, is the sole and exclusive property of by Mr Meticulous Pty

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Limited or the client (as the case may be), and by Mr Meticulous Pty Limited or the client (as the case may be) shall own any right, title and interest to such intellectual property. For the purpose of this employment contract "intellectual property" means any ideas, inventions, discoveries, patents, patent applications, copyrights, derivative works, trademarks, trade mark applications, service marks, improvements, trade secrets, know-how, technical information, specification, product marketing and costing information and the like.

Moral Rights

31. By Mr Meticulous Pty Limited acknowledges that I, in respect of certain works of which I am the author, may have the following rights in relation to those works:
- (a) the right of attribution of authorship of that work;
 - (b) the right not to have authorship of that work falsely attributed; and
 - (c) the right of integrity of authorship of that work.
32. In relation to all such works which are made or will be made by me in the course of my employment with by Mr Meticulous Pty Limited, including while undertaking a client assignment, I consent to all acts or omissions or classes or types of acts or omissions which might otherwise infringe the rights referred to above. Such consent shall remain in force after employment ceases.
33. I acknowledge that the consent is given genuinely.

Workers Compensation & OH&S

34. In the event that I sustain an injury/illness during, or as a result of, a client assignment, I shall advise Mr Meticulous Pty Limited immediately or at the earliest possible time.
35. I will update Mr Meticulous Pty Limited's by a written health questionnaire on a regular basis as requested, in order to ensure my health and safety while on assignment.

Email, the Internet & Electronic Mail Systems

36. If I am required to use an electronic mail (e-mail) system or the internet while on a client assignment, I will use these systems as authorised and for the

intended purpose of supporting the client's business goals and objectives and will not use them for personal purposes.

37. In using Mr Meticulous Pty Limited's and/or the client's email and internet services, I understand and accept that:
- (a) all e-mails sent and received are the property of, and may be reviewed at any time by Mr Meticulous Pty Limited or the client, as applicable;
 - (b) Mr Meticulous Pty Limited and the client may monitor and review the use of their internet services on an on- going and Regular basis including my use of those internet services;
 - (c) all outgoing e-mails sent by me should be for an authorised and business related purpose, free from profane language and pornographic, discriminatory or otherwise offensive material and to the extent to which it is in my control, free from viruses or other damaging material;
 - (d) e-mail communications are the confidential information of by Mr Meticulous Pty Limited, or the client, as applicable; and
 - (e) e-mails that I suspect contain viruses, or otherwise appear unsafe or of concern, should not be opened by me without approval by Mr Meticulous Pty Limited or the client, as applicable.

Termination of employment

38. Mr Meticulous Pty Limited may terminate my employment at any time by giving me one (1) hours' notice.
39. Notwithstanding the above, by Mr Meticulous Pty Limited reserves the right to dismiss me immediately in the event of serious misconduct or for any other reason that enables summary dismissal at law.

Non-compliance

40. Failure to comply with any of these terms or conditions may result in disciplinary measures being taken against me (including termination of employment).

Common-sense

41. As a representative of Mr Meticulous Pty Limited, you are a guest in clients' homes or businesses. It is our ethical responsibility to

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protect our client's best interests. It is important that all representatives of Mr Meticulous maintain high moral and ethical standards, and some of these standards are set out in this Candidate Declaration and Consent.

42. This Candidate Declaration and Consent is not intended to be exhaustive and cannot anticipate every situation which may morally or ethically compromise an representative or Mr Meticulous Pty Limited. Mr Meticulous expects its representatives to use their common sense and sound judgement. If you are in doubt as to how you should act in any situation, you should contact your duty manager at Mr Meticulous to seek advice.
43. Always be professional and business-like, treating others with courtesy and respect.
44. Act honestly and fairly in all business transactions and dealings with others.
45. Respect and maintain our clients' privacy and confidentiality in all matters.
46. Comply with lawful directions you are given, in a timely way, with due care and diligence.
47. Keep required insurances up to date or valid license or qualification (ticket)
48. Act in a way that promotes the best interests and welfare of Mr Meticulous and our clients.
49. Never attend a client's premises if you are impaired by alcohol or drugs.
50. Do not smoke while on or at clients premises.
51. Immediately notify the client and Mr Meticulous Pty Limited of any accidental damage that occurs during a job. Several Photos and video to be taken of the damage, and forwarded to Mr Meticulous office email or mobile phone.
52. Immediately notify the client and Mr Meticulous Pty Limited of any danger or hazard you identify during a job. Photos and video taken and sent to Mr Meticulous office, or duty manager's office phone or office email.
53. Keep the clients' keys and security codes and security cards, safe and never give them to an unauthorized person. If lost or misplaced notify Mr Meticulous Pty Limited immediately.
54. Should you have access to a client's premises via a laptop or your iPhone or an Android device or a tablet or any phone supplied to allow access via a remote access App, precautions like keys/cards and codes are to be treated the same as point 53.
55. All keys or security cards lost, misplaced or mishandled that requires replacement are at your cost.
56. Never divulge a client's details or confidential information or repeat conversations you may have heard during a job to an unauthorized person. Note that your obligations relating to confidentiality continue to apply indefinitely after your engagement with Mr Meticulous has ended.
57. Do not allow unauthorized persons to attend a client's premise.
58. Do not use a client property, resources or facilities without express permission from the client.
59. Do not use the property of Mr Meticulous or our clients for your personal gain.
60. Do not remove any documents, data or property from any Customer's premises aside from rubbish, which must be disposed of as specified.
61. Do not take any unauthorized photographs or video of anything within or outside of a client's premises, or Mr Meticulous Pty Limited office.
62. Do not post, distribute or comment negatively about Mr Meticulous Pty Limited or our clients via social networking sites, email, chat rooms, etc.

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DECLARATION AND CONSENT

I understand and accept these terms and conditions together with any subsequent directions and requirements of by Mr Meticulous Pty Limited and/or a client with which I am placed on a client assignment.

I declare that the information I have provided in applying for, accepting and undertaking employment with Mr Meticulous Pty Limited is true and correct.

I consent to Mr Meticulous Pty Limited conducting the necessary reference checks and using and disclosing any relevant information for the purpose of facilitating a client assignment.

..... Date: / /
 Employee Name (PLEASE PRINT) Employee Signature

..... Date: / /
 by **Mr Meticulous Pty Limited** by **Mr Meticulous Pty Limited**
 Representative Name Representative Signature