

Terms and Conditions

These Terms and Conditions apply to any arrangement for the provision of Temporary Personnel between 4Play Entertainment Pty Ltd trading as Hire A Hunk ABN 97 132 900 794 of [565 Darling st , Rozelle 2039] (the **Company**) and the client, defined as the person making the booking with the Company (the **Client**). The Temporary Personnel shall mean any personnel hired by the company, on behalf of the Client, and the Services shall mean the services described as being provided by the Company on the www.Hireahunk.com.au

(1) The Client appoints the Company to provide the Services on the date and time agreed when booking, and for the duration of time also agreed when booking. The nature of the relationship between the Company and the Client is that of a principal and independent contractor.

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The Client must: · provide the Company with all reasonable support, assistance, co operation and information required by the Company to carry out its obligations under this agreement; · ensure the security of the Temporary Personnel's personal property during the Temporary Personnel's working hours; · provide a safe working environment with effective occupational health and safety controls; and · ensure that it has the levels and types of insurances that a reasonably prudent person in the Client's position would hold. The Client acknowledges that this is a work-to-order arrangement and that the Temporary Personnel will only act in accordance with those instructions given by the Client prior to the event. The Client must provide the Company with its written instructions at least 3 days prior to the event. The Company and the Temporary Personnel have no duties or responsibilities other than those expressly set out in this agreement, as described on www.art4play.com.au, or as set out in the Client's written instructions as agreed to by the Company and the Temporary Personnel. The fees for the Services will be calculated with reference to the hourly rates and working hours quoted on www.hireahunk.com.au, or such other rate as the Company may agree from time-to-time with the Client in writing prior to any such fees being incurred. The Client must provide a [*non-refundable*] deposit equal to the amount quoted by the Company in order to confirm its booking. The Client may be required to approve and countersign a Company time sheet at the end of the applicable period of work by each Temporary Personnel. The Company accepts responsibility for any payroll tax liability on the wages content of the fees paid by the Client. All amounts quoted are inclusive of GST, and the Company is responsible for, duties and taxes. Payment will be made by the Client in full to the Company by way of payment in cash to the Temporary Personnel at the conclusion of (a)the event. This clause will survive any expiration or termination of this agreement. (11) The Company may charge interest on overdue accounts

at the rate

of [1% *per calendar month*] or part thereof, payable from the due date for payment until the date of actual payment. (i) The Company may increase the fees to take into account any

increase to the compulsory superannuation rates, other Government levy, tax or impost payable by the Company, which increases directly or indirectly the rate which the Company pays to the Temporary Personnel.

(12) The Company will use all reasonable care to provide Temporary Personnel suited to the Client's requirements and will, if appropriate, present photographs of such Temporary Personnel to the Client for its approval.

(13) All rights of supervision, direction and control of the Temporary Personnel rest with the Company throughout the term of this agreement.

(14) If for unforeseen reasons the Temporary Personnel becomes unavailable the Company reserves the right to provide a substitute, but will use all commercially reasonable efforts to consult with the Client before making any substitution.

(15) Subject to all other terms being met, termination of this agreement may only be done so by the Company. At this time a full refund may be returned to the client at the discretion of the Company.

(a) The Client may terminate this agreement (once deposit is paid) at any time with immediate effect by notice in writing. The deposit paid will be held in credit for another event or forfeited by the client.

(b) The Client may request an amendment to the booking without penalty no less than [72 *hours*] notice prior to the event. If less than [72 *hours*] notice is given by the Client, the Company may increase the hourly rate per Temporary Personnel required by [50%].

(16) While the Company will use all reasonable endeavours to ensure reasonable standards of skill, integrity and reliability from Temporary Personnel and to allocate staff that will satisfy the Client's requirements, no liability is accepted by the Company for any loss, damage, expense or delay arising from any failure to provide Temporary Personnel during the term of the agreement, or for any loss arising from any negligence, dishonesty, misconduct or incompetence on the part of the Temporary Personnel.

(a) The Company's total liability for any breach of a condition or warranty implied into this agreement by legislation which cannot be excluded is limited to the following at the Company's sole discretion: the supplying of the Services again; or

the payment of the cost of having the Services supplied again. (b) Subject to clause 16(a), the maximum aggregate liability of the

Company, whether for breach of this agreement or in negligence or any other tort or for any other common law or statutory cause of action arising from or in relation to this agreement or otherwise is limited to an amount equal to 100% of the Fees paid by the Client to the Company under this agreement. In calculating the Company's

aggregate liability under this clause, the parties must reduce the amount specified in this clause by any amounts paid or the value of any goods or services replaced, repaired or supplied by the Company for a breach of the implied conditions and warranties.

(c) The Company is not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential or incidental or punitive

damages, or economic loss, loss of profits, revenue, goodwill, bargain or anticipated savings (or loss or corruption of data), whether in an action in contract, tort (including, without limitation, negligence), product liability, statute, under an indemnity or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or the damage.

(d) The Client shall fully indemnify the Company against any claims or proceedings brought against the Company or any losses suffered by the Company in respect of or arising out of any injury loss or damage whatsoever suffered by or occasioned to Temporary Personnel provided to the Client caused directly or indirectly by any negligent act or default on the part of the Client, its employees, sub- contractors, agents or guests of the Client at the event.

This agreement is governed by with the laws of New South Wales, Australia. This agreement may only be amended in writing signed by the parties. This agreement constitutes the sole and complete agreement between the parties in relation to the Client's engagement of the Temporary Personnel and supersedes all previous understandings, negotiations, representations and proposals about that engagement.

By paying the deposit referred to in clause 6 the Client acknowledges that it has read and understood these Terms and Conditions for the provision of Temporary Personnel, fully understands the them, agrees to be bound by them and understands that these Terms and Conditions for the provision of Temporary Personnel is a legal agreement between the Client and the Company and can be enforced accordingly.