



1 ACCOUNT TERMS

- (a) Starlight Engineering is to invoice the Client weekly as quoted and any other amount payable which has been previously agreed. Each invoice is payable within fourteen (14) days of the date of issue unless agreed otherwise.
- (b) Starlight Engineering may increase the invoice by a reasonable amount, if no applicable industrial instrument rate increases, or affected by rising costs in relation to our quoted price.
- (c) An increase of the invoice may be backdated, and any additional amount that has become payable shall be included in the next invoice rendered and will be payable on Starlight Engineering's ordinary seven (7) day terms.
- (d) The Client warrants the continuing truth as to whether it operates under an EBA, Certified or Collective Agreement and also acknowledges that Starlight Engineering may recover any monies which Starlight Engineering becomes obliged to pay any employee in the event the Client is in breach of this warranty.

2 ACKNOWLEDGEMENTS

- (a) In deciding to enter into this Agreement, and in consideration as to whether the Client has met or is meeting its obligations (including Work Health & Safety but not limited to), the Client has not relied on Starlight Engineering's judgement or skill, and the Client will satisfy itself that it has met and is continually meeting its Work Health & Safety obligations.
- (b) Time is of the essence of this Agreement.
- (c) This Agreement shall be governed by and construed in accordance with the Laws of the State of Queensland. The parties submit to the jurisdiction of the Courts of the State of Queensland.
- (d) If any provision of this Agreement is unenforceable, illegal or void or makes this Agreement or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this Agreement remains in force.
- (e) Everything the parties have agreed on in relation to the subject matter of this Agreement is contained in this document.
- (f) This Agreement is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior Agreement, understanding or anything connected with that subject matter.
- (g) An amendment, waiver or variation to this Agreement is not effective unless it is in writing and signed by all parties.
- (h) The Client acknowledges that Starlight Engineering has the right, at any time, without notice, to enter any premises where the Starlight Engineering employee is believed by Starlight Engineering to be performing work for the Client, to interview the employee, and/or to inspect the employee's working conditions.

3 CLIENT INTERFERENCE

- (a) The Client acknowledges that Starlight Engineering staff are employees of Starlight Engineering.
- (b) The Client guarantees not to interfere with, or make any representations to, the employee hired to the Client under this Agreement.
- (c) The Client fully understands it is an offence to coerce or attempt to coerce the employee to change Starlight Engineering's employment conditions and guarantees not to do so.
- (d) The Client agrees if by abandonment or termination of a contract or quote with Starlight Engineering by any employee not to engage, other than in the circumstances provided for by Clause 3.7, either as an employee or independent contractor of such Starlight Engineering staff by the Client, or any entity associated with the Client, either during or after the term of this Agreement.
- (e) Should the Client breach the guarantee in Clause 3.4, the Client and Starlight Engineering acknowledge that Starlight Engineering will be entitled to:
 - (i) An Order from the Courts restraining the Client from continuing to engage, either as an employee or independent contractor, such employee until the date upon which that person's employment with Starlight Engineering would have been normally discharged by passing of time; or
 - (ii) In the event that an entity associated with the Client has engaged such Starlight Engineering employee, an Order from the Court restraining the Client from having any indirect or direct contact whatsoever with the work of such employee whilst so engaged with the entity associated with the Client until the date which that person's Starlight Engineering contract would have been normally discharged by the passing of time.
- (f) The Client and Starlight Engineering agree that should Starlight Engineering be successful in obtaining any relief in a legal proceedings

related to or in connection with a breach of the guarantee in Clause 3.2, then the Client shall be required to pay to Starlight Engineering the costs of that proceedings assessed on a full indemnity basis.

- (g) In the event Starlight Engineering agrees to release an employee the Client agrees to make payment to Starlight Engineering of a placement fee of \$7,000 within seven (7) days.

4 RISK AND INSURANCE

- (a) Starlight Engineering will maintain WorkCover Insurance in respect of the Starlight Engineering employee during the terms of this Agreement which will include insurance cover while the Starlight Engineering employee is working for the Client.
- (b) In the event of any civil action beyond a normal WorkCover claim, the Client understands that the Starlight Engineering employee is hired to work under their direction and the Client will accept all risks and liabilities for and in respect of the Starlight Engineering employee, and for all injuries to or death of persons, including the Starlight Engineering employee and damage to property howsoever arising from the acts or omissions of the Starlight Engineering employee.
 - (i) The Client will be responsible for reimbursing Starlight Engineering for any and all medical costs associated with work performed under the direction of the Client by the Starlight Engineering employee.
 - (ii) The Client understands that, whether or not the Client has insurance, the Client shall indemnify Starlight Engineering and hold Starlight Engineering harmless from all claims, damages, losses, liabilities and expenses (including legal costs) or penalties however arising or incurred in connection with, or otherwise in relation to, the Starlight Engineering employee and the work or training the subject of this Agreement; and/or Breach of the Agreement. Starlight Engineering has a public liability insurance policy, which provides limited cover in respect of the Starlight Engineering employee. The Client may claim against Starlight Engineering's public liability insurance policy only in respect of damage to property, only where such damage arises from, on the part of the Starlight Engineering employee, commits an illegal act or an act which contradicts direct and explicit instructions from the Client.
 - (iii) The Client shall immediately notify Starlight Engineering of any accident which leads, or might lead to, a claim for compensation or a claim under any insurance policy (including WorkCover) in connection with or affecting the Starlight Engineering employee or this Agreement and shall comply with the instructions of Starlight Engineering in connection with any such claim.
 - (iv) The Client will, immediately after notifying Starlight Engineering of any incident and/or accident, notify a Work Health & Safety Inspector.
 - (v) It is the duty and responsibility of the Client to ensure that the Client is insured against any claims whatsoever by any Third Parties, where the Client utilises a Starlight Engineering employee outside the scope of Starlight Engineering's quoted Agreement.

5 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions:

"Agreement" means these Terms and Conditions, Quote(s), the Purchase Order Confirmation, and any other written amendments thereto which have been agreed upon by both the Client and Starlight Engineering, other than any variation to the Purchase Order Confirmation which the Client may authorise by phone, and which Starlight Engineering may accept by writing such variation on the Purchase Order Confirmation;

"Client" means the Customer of the Products as described in the Purchase Order Confirmation or Quote;

"Starlight Engineering" means Starlight Engineering Pty Ltd ACN 073 407 128 of 29 Enterprise Street Richlands in the State of Queensland.

"Products" means the goods and services as specified in the Purchase Order Confirmation, Quote(s) and, where relevant, includes Third Party Materials;

"Purchase Order Confirmation" means the document such as email/fax and/or accepted Starlight Engineering Quote labelled as such and/or attached to this Agreement.

"Third Party Materials" means any goods or services which are manufactured, produced or supplied by a Third Party, to the Client pursuant to this Agreement.

Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any term, condition, warranty, guarantee, right or remedy implied by Law (including the current Trade Practices Act and its amendments) and which by Law cannot be excluded, restricted or modified.

For more details please contact us or visit: www.starlightengineering.com.au