



## **MASTER AGREEMENT**

### **IMPORTANT NOTE**

All Invoices from Plumbing Staff Solutions Pty Ltd are payable 7 days after the invoice date and must be paid by direct debit from the Host Employer's bank account.

### **CHECKLIST**

- ☐ Agreement signed (page 4)
- ☐ Credit application completed and signed (pages 5-6)
- ☐ OH&S Questionnaire completed and signed (pages 7-8)
- ☐ Guarantee and Indemnity completed, signed and witnessed (pages 9-10)
- ☐ Direct Debit authority completed and signed (page 13)

**MASTER AGREEMENT**  
**BETWEEN**  
**PLUMBING STAFF SOLUTIONS PTY LTD**  
**(ABN 42 605 683 583) ("PLUMBING STAFF SOLUTIONS")**

**AND**

.....ABN.....  
**("HOST EMPLOYER")**

The purpose of this agreement is to record the terms and conditions between Plumbing Staff Solutions and the Host Employer for the lease by the Host Employer of a Plumbing Staff Solutions Tradesperson .

**1. Preliminary**

- 1.1. Plumbing Staff Solutions is the common law employer of a number of plumbing staff (**Tradesperson**).
- 1.2. The Host Employer requests and Plumbing Staff Solutions agrees to use its best endeavours to supply a Tradesperson to the Host Employer from time to time.
- 1.3. In the event that Plumbing Staff Solutions agrees to supply a Tradesperson to the Host Employer, the Host Employer acknowledges and agrees that the terms and conditions of this Agreement apply.

**2. Precondition of Agreement**

- 2.1. As a pre-condition of entering into this Agreement, Plumbing Staff Solutions may at its absolute discretion require:
  - a. the Host Employer to complete a Credit Application in the form as set out at **Part 1 of the Schedule**;
  - b. the Host Employer to complete an Occupational Health & Safety Questionnaire in the form set out at **Part 2 of the Schedule**; and
  - c. the director(s) and/or shareholder(s) of the Host Employer to provide a guarantee and indemnity in the form set out at **Part 3 of the Schedule**.

**3. Request for supply of a Tradesperson**

- 3.1. Should the Host Employer wish to lease a Tradesperson (from time to time), the Host Employer will complete and send to Plumbing Staff Solutions a Tradesperson Lease Request in the form as set out in **Part 4 of the Schedule** (as may be amended from time to time) for any request to lease a Tradesperson from Plumbing Staff Solutions.
- 3.2. Plumbing Staff Solutions will use its best endeavours to meet the Host Employer's request for the supply of a Tradesperson but the Host Employer acknowledges that Plumbing Staff Solutions is under no obligation to satisfy the Host Employer's request.

**4. Responsibilities of Plumbing Staff Solutions for the Tradesperson**

**4.1** Plumbing Staff Solutions will be responsible for the following in relation to the Tradesperson:

- a. payment of wages / allowances (where applicable) to the Tradesperson ;
- b. payment of PAYG and other taxation liabilities (which are normally the responsibility of the employer);
- c. payment of applicable superannuation contributions;
- d. provision and/or payment for leave entitlements; including annual leave (and loadings), public holidays, personal / carer's (sick) leave, long service leave, , and any other leave entitlements provided under the National Employment Standards,
- e. provision and payment for rostered days off accrued under the *Plumbing and Fire Sprinklers Award 2010* or the Host Employers enterprise agreement
- f. provision for redundancy of the Tradesperson;
- g. payment of WorkCover Levy obligations; and
- h. provision of Income Protection and Trauma insurance.

**5. Responsibilities of the Host Employer for the Tradesperson**

**5.1.** The Host Employer will:

- a. provide appropriate plumbing related work to the Tradesperson .
- b. ensure the Tradesperson is instructed in the various skills of the plumbing trade that are required at the Host Employer's worksite;
- c. provide instruction and training in the correct use of plant & equipment that may be required to be used in any work activity at the Host Employer's work site. This includes the use of scissor and boom type lifts.

**5.2.** The Host Employer will at all times:

- a. provide work to the Tradesperson that is safe and without risk to the health of the Tradesperson ;

- b. provide adequate supervision to the Tradesperson either by constant or general instruction; and
  - c. comply with the provisions of the *Occupational Health and Safety Act 2004 (VIC.)*.
- 5.3. The Host Employer will assist Plumbing Staff Solutions to complete periodic reports on the Tradesperson's performance and provide such information as may be requested from time to time about the work performed by the Tradesperson.
- 6. Payment terms**
- 6.1. The Host Employer agrees to pay Plumbing Staff Solutions the fees and costs charged by it from time to time for making the Tradesperson available to the Host Employer under this Agreement ("the charges").
- 6.2. The Host Employer agrees that:
- a. the charges will be based on the rate(s) set by Plumbing Staff Solutions as advised at the time of entering into this Agreement for work and duties performed by the Tradesperson ;
  - b. during the course of the Agreement the charges may be adjusted by Plumbing Staff Solutions from time to time (with prior notice of any such changes to be given to the Host Employer);
  - c. the charges will include an amount for all hours worked by the Tradesperson , travel, site and/or other applicable allowances, including EBA allowances (as may be agreed);
  - d. Plumbing Staff Solutions will send the Host Employer an itemised tax invoice on a weekly basis for the charges and the Host Employer will pay the amount set out as payable in the invoice in full within seven (7) days of the date of the invoice;
  - e. Plumbing Staff Solutions may debit the Host Employer's bank account for the full amount of each invoice seven (7) days after the invoice is issued; and
  - f. Unless otherwise stated the charges are exclusive of GST and the Host Employer must reimburse Plumbing Staff Solutions for any GST payable by it on each taxable supply it makes to the Host Employer.
- 6.3. Should the Host Employer not pay monies due in accordance with the terms of this Agreement the Host Employer agrees and acknowledges that Plumbing Staff Solutions may at its absolute discretion:
- a. withdraw the services of the Tradesperson from the Host Employer without further notice to the Host Employer;
  - b. charge interest on the monies at a rate of up to 2% greater than the Penalty Interest Rate applicable to outstanding civil judgements in the Magistrates Court of Victoria;
  - c. require the Host Employer to reimburse Plumbing Staff Solutions for all collection costs including debt collection agency costs and legal costs incurred by it calculated on a solicitor and client basis as a consequence of Plumbing Staff Solutions instructing its solicitor to provide advice to it in connection with the

- default and/or to institute such recovery process as shall in the absolute discretion of Plumbing Staff Solutions be appropriate in the circumstances;
- d. commence legal proceedings for the recovery of the monies including interest payable pursuant to this clause 6.3; and
- e. without prejudice to any rights it may have against the Host Employer, take action to enforce any guarantee and indemnity given in respect of the Host Employer's liabilities pursuant to this Agreement.

## **7. Insurance**

- 7.1. It shall be the responsibility of the Host Employer to have effected adequate policies of defective warranty, public liability, vehicle and property insurance (including covering the theft of the Tradesperson 's tools), in respect of any activity or work performed by the Tradesperson and Plumbing Staff Solutions shall not be under any liability to the Host Employer in respect of any loss or damage (including damages for personal injury to the Tradesperson ) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of this Agreement.
- 7.2. The Host Employer will maintain public liability insurance for at least \$500,000 against any loss, damage or injury to any third party caused by the Tradesperson it leases from Plumbing Staff Solutions.
- 7.3. The Host Employer will maintain a current WorkCover Insurance Policy and advise Plumbing Staff Solutions of its WorkCover Employer Number
- 7.4. The Host Employer shall if requested provide to Plumbing Staff Solutions details of the insurance policies referred to in this clause 7.1, 7.2 and 7.3.

## **8. Attendance by the Tradesperson**

- 8.1. For each day on which the Tradesperson is available for work he/she shall be deemed to have worked with the Host Employer for a minimum period of eight (8) hours unless the Tradesperson shall have absented from his or her place of work with or without permission of the Host Employer.
- 8.2. In the event of the Tradesperson's absence, with or without the Host Employer's permission, the Host Employer shall inform Plumbing Staff Solutions of the nature and duration of the absence as soon as possible.

## **9. Protective clothing and safety equipment**

- 9.1. As per industry standards, Plumbing Staff Solutions will supply to the Tradesperson protective clothing, which shall include one bluey jacket, two pairs of overalls / pants, one pair of safety boots, one pair of safety glasses, one pair of earmuffs and a safety helmet and shall replace this equipment on a fair wear and tear basis
- 9.2. The Host Employer may be required to supply equipment other than is listed above depending on the environment of the work activity to be carried out.

10. OH & S / WORKPLACE MANAGEMENT

- 10.1. The Tradesperson will work under the supervision and direction of the Host Employer or the Host Employer's designated employee and as a consequence, the correctness of the work done by the Tradesperson is the responsibility of the Host Employer.
- 10.2. It is also the Host Employer's responsibility to ensure safe working conditions exist at the workplace for the Tradesperson and that the said work place complies with the OH&S Act, Regulations and Code of Practices.
- 10.3. The Host Employer must provide supervision either via direct, general or broad supervision as nominated in the Occupational Health and Safety questionnaire to ensure the Tradesperson carries out the various duties correctly and in a safe and harassment free environment.
- 10.4. The Host Employer must provide alternative work in the event of inclement weather conditions or other external factors that prevent a job from being completed.
- 10.5. The Host Employer must inform Plumbing Staff Solutions of all accidents and injuries involving the Tradesperson including any private injuries that the Host Employer becomes aware of.

11. Non Solicitation by Host Employer

- 11.1. The Host Employer must not offer direct employment to the Tradesperson without the prior written approval of Plumbing Staff Solutions within 12 months of the last date on which the Tradesperson was engaged with that Host Employer through Plumbing Staff Solutions
- 11.2. If the Host Employer with the permission of Plumbing Staff Solutions, offers employment to the Tradesperson and the Tradesperson accepts the offer, the Host Employer must pay Plumbing Staff Solutions the sum of 15% of the Tradesperson's anticipated annual gross wage.

Signature .....  
Name .....  
Position .....  
Company: .....  
Date: .....

Signature .....  
Name:  
Position:  
Plumbing Staff Solutions Pty Ltd  
Date: ...../...../.....

**SCHEDULE A - PART 1: CREDIT APPLICATION**

**Business Details**

Legal Entity :  
(including Trustee if a Trust)

Trading Name:

ABN:

ACN:

Postal Address:

Postcode:

Business Address:

Postcode:

Business Phone:

Business Fax:

Mobile:

Email:

Direct Contact regarding Tradesperson

Accounts Payable Contact

Name :

Name(s):

Mobile :

Phone

Email

Years business operating:

Directors/Partners/Proprietors (Full Name and Address) :

1

2

3

## Victorian WorkCover Details

WorkCover Employer Number:

Workplace Number:

Workcover Agent:

Workplace Industry Classification (WIC):

## Employment Agreements

Do you have a Workplace Agreement?

YES ☐

NO ☐

If YES, Full name of Agreement \_\_\_\_\_

Are you a Member of the Master Plumbers and Mechanical Services Association of Australia? YES ☐ NO ☐

## Business References *(Must include a supplier. No Credit Cards, Finance or Personal References)*

### 1: Name

Contact:

Telephone:

### 2: Name

Contact:

Telephone:

### 3: Name

Contact:

Telephone:

## PRIVACY AMENDMENT ACT 1990

I/WE THE ABOVE SIGNED ACKNOWLEDGE THAT PLUMBING STAFF SOLUTIONS INFORMED ME/US THAT CERTAIN PERSONAL INFORMATION MAY BE DISCLOSED TO A CREDIT REPORTING AGENCY. I/WE AGREE THAT PLUMBING STAFF SOLUTIONS MAY USE ALL RELEVAT INFORMATION FOR THE PURPOSE OF ASSESSING THIS APPLICATION.

## Authorised Signatories

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**SCHEDULE A - PART 2: OCCUPATIONAL HEALTH & SAFETY QUESTIONNAIRE**

HOST CONTACT NAME: <input style="width:90%;" type="text"/>	PHONE No: <input style="width:90%;" type="text"/>
HOST COMPANY NAME: <input style="width:100%;" type="text"/>	
COMPANY ADDRESS: <input style="width:100%;" type="text"/>	

HOST APPROACH TO MANAGING SAFETY		YES	NO	COMMENTS
1.	Do you have a documented system for managing safety?	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Does the Company prepare Safe Work Method statements (SWMS's) or JSA's (Job Safety Analysis) as they are commonly called?	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Does the company undertake formal or informal regular health and safety inspections at worksites?	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Are you aware of the OH&S Training provided by Master Plumbers?	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Has the company had any serious (Reportable) injuries in the past year and what is the predominant injury type?	<input type="checkbox"/>	<input type="checkbox"/>	No Injuries: _____ Predominant type: _____
6.	Will the Tradesperson be performing the same task(s) as the predominate injuries?	<input type="checkbox"/>	<input type="checkbox"/>	
SUPERVISION, WORK LOCATION & TYPE OF WORK		COMMENTS		
7.	What level of supervision will be provided with the Tradesperson's placement?  <i>Note: The level of supervision must be determined based on the work activity, the OHS risk and the competence the Tradesperson</i>  <input checked="" type="checkbox"/> the level of Supervision to be provided	<b>Direct</b> – Visual contact / within an audible range <b>General</b> – On site face to face contact all day <b>Broad</b> – Some face to face contact during the day  <input type="checkbox"/> <b>Direct</b> <input type="checkbox"/> <b>General</b> <input type="checkbox"/> <b>Broad</b>		
8.	Who is the main contact during the Tradesperson's placement?	Name: _____  Position : _____  Contact No(s): _____		
9.	What type of work and general task are expected to be carried out (eg installing package A/C Units, lifting units to final wall locations) by the Tradesperson?  Please provide a short description	_____ _____ _____		
10.	Where is the job location/site the Tradesperson will be <b><u>initially</u></b> placed to work?  <b><i>This is mandatory for a new Host Company</i></b>	Site Name: _____  Address: _____  Suburb: _____		

THE WORK ENVIRONMENT		YES	NO	COMMENTS
11.	Are there first aid facilities on site or do you provide the facilities yourself?	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Do you provide a First Aid Kit and Fire Extinguisher in your work vehicle(s)?	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Will there be any special personal protective equipment (PPE) required to be used at your work place other than <input checked="" type="checkbox"/> Bluey jacket, Overalls, Safety Boots, Safety Glasses, Earmuffs, Safety Helmet, Reflective Vest, UV Protection If YES, please nominate the PPE you will be providing.	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Will the Tradesperson be provided with training before commencing work? If YES please nominate the level(s) of training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Company Induction <input type="checkbox"/> On the Job <input type="checkbox"/> Site Induction <input type="checkbox"/> Formal Training

**THE HIGH RISK TASKS THE TRADESPERSON WILL BE PERFORMING - ✓ as appropriate**

- ☐ Using plant and/or equipment, near the movement of powered mobile plant such as a forklift, boom lift or a backhoe etc
- ☐ Using chemicals / solvents / working with lead etc
- ☐ Work where there is a risk of a person falling more than 2 metres
- ☐ work on, near or adjacent telecommunications towers
- ☐ Work involving demolition      ☐ Work involving a confined space
- ☐ Work involving the removal or likely disturbance of asbestos
- ☐ Work on a structure that requires temporary support(s) to prevent collapse    ☐ Work involving tilt-up or precast concrete
- Work involving a ☐ tunnel, ☐ shaft or ☐ trench excavated to a depth greater than 1.5 metres
- ☐ Work involving the use of explosives
- Work on or near ☐ pressurised gas distribution mains or ☐ consumer piping    ☐ Extreme heat / hot surface
- ☐ Work on or near chemical, fuel or refrigerant lines
- ☐ Work on or near energised electrical installations or services
- ☐ Work on an area that may have a contaminated or flammable atmosphere
- ☐ Work on or adjacent to roadways or railways used by road or rail traffic

MASTER PLUMBERS' SUPPORT		YES	NO	COMMENTS
15.	If you ticked any of the above have you developed a <b>Safe Work Method Statement (SWMS)</b> or a <b>Job Safety Analysis (JSA)</b> for the each of the items?	<input type="checkbox"/>	<input type="checkbox"/>	
16.	Would you like the Master Plumbers to assist you in the preparation and implementation of a documented OHS management system or <b>Safe Work Method Statements</b> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Safety Management System <input type="checkbox"/> Safe Work Method Statements (SWMS)

**OHS Questionnaire completed By:** \_\_\_\_\_ name  
 \_\_\_\_\_ signature  
 :        /        /        date



### **SCHEDULE A - PART 3: PERSONAL GUARANTEE AND INDEMNITY**

TO: **Plumbing Staff Solutions Pty Ltd** (ABN 42 605 683 583) (Plumbing Staff Solutions) of 15/306 Albert Street, Brunswick, Victoria 3056

I/We, ..... (name)  
of ..... (residential address)  
..... (date of birth) ..... (driver's licence number)

and ..... (name)  
of ..... (residential address)  
..... (date of birth) ..... (driver's licence number)

and ..... (name)  
of ..... (residential address)  
..... (date of birth) ..... (driver's licence number)

and ..... (name)  
of ..... (residential address)  
..... (date of birth) ..... (driver's licence number)  
(together "**the Guarantors**")

In consideration of Plumbing Staff Solutions at our request agreeing to supply .....  
..... (*company name and ABN details must be inserted*) ("**the Host Employer**") from time to time with  
goods and/ or services on credit, we, the Guarantors, HEREBY JOINTLY AND SEVERALLY agree:

#### **1. Guarantee**

- 1.1. We hereby guarantee to Plumbing Staff Solutions the punctual payment of all accounts and indebtedness now due or to become due by the Host Employer to Plumbing Staff Solutions whatsoever and howsoever arising including all costs, charges, expenses whatsoever which Plumbing Staff Solutions may incur by reason of any default on the part of the Host Employer notwithstanding that we, the Guarantors, may not have notice of any neglect or omission on the part of the Host Employer to pay for such goods and/or services.
- 1.2. Plumbing Staff Solutions shall have the fullest liberty without affecting this Guarantee either to enforce or forebear the enforcement of the obligations imposed on the Host Employer. We, the Guarantors will not be released by any exercise by Plumbing Staff Solutions of any liberty or discretion under the Master Agreement between the Plumbing Staff Solutions and the Host Employer ("the Agreement") or by any extension of time or other indulgence given to the Host Employer or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us the Guarantors.
- 1.3. This Guarantee shall be a continuing guarantee to Plumbing Staff Solutions in respect of services supplied by Plumbing Staff Solutions and shall be unlimited in amount, shall extend to any amount payable by the Host Employer by way of damages or otherwise and shall extend to any payment initially paid by the Host Employer but which Plumbing Staff Solutions subsequently disgorge to a liquidator of the Host Employer as a preference.
- 1.4. Until Plumbing Staff Solutions receives all moneys payable by the Host Employer and the Host Employer has carried out all of its obligations to Plumbing Staff Solutions, the Guarantors, in the event of the Host Employer being wound up or if an administrator is appointed and a deed of company arrangement is approved by creditors, will not be entitled to prove or claim in the liquidation of the Host Employer or deed of company arrangement in competition with Plumbing Staff Solutions so as to diminish any payment which but for such proof Plumbing Staff Solutions would be entitled to receive out of such liquidation or deed. The receipt of any payment which Plumbing Staff Solutions may receive from such liquidation or deed shall not prejudice Plumbing Staff Solutions' rights to recover from the Guarantors the full amount payable under this Guarantee.
- 1.5. No demand or notice needs to be made or delivered to the Guarantors prior to the commencement of any action against them to enforce the terms of this Guarantee.
- 1.6. The liability of the Guarantors shall not be abrogated, prejudiced or affected by:
  - a. any change in the constitution of the Host Employer;
  - b. Plumbing Staff Solutions obtaining a judgment against the Host Employer;
  - c. the liability of the Host Employer ceasing for any cause;
  - d. any security held or taken by Plumbing Staff Solutions to secure the Host Employer's or the Guarantors' obligations being void, defective or informal;
  - e. the acceptance by Plumbing Staff Solutions of a repudiation of the credit agreement by the Host Employer; or
  - f. Plumbing Staff Solutions making any variation or alteration to the terms of the credit agreement.
- 1.7. If Plumbing Staff Solutions releases any Guarantor from his obligations under this Guarantee or if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from his obligations under this Guarantee.

2.1. As a separate and independent agreement and for the consideration aforesaid the Guarantors agree with Plumbing Staff Solutions that in the event the whole or any part of any debt of the Host Employer shall not be recoverable from the Host Employer by reason of any legal limitation, disability or incapacity on or of the Host Employer or by reason of any other fact or circumstance whatsoever and whether known to Plumbing Staff Solutions or not, the Guarantors shall nevertheless hold Plumbing Staff Solutions fully indemnified at all times against any loss or damage which Plumbing Staff Solutions may suffer or incur by reason of the operation of such limitation, disability, incapacity, fact or circumstance.

- 3.1. In this Guarantee and Indemnity the singular shall include the plural and vice versa and a reference to a gender will include all genders.
- 3.2. This Guarantee and Indemnity shall be read and construed in accordance with the laws of the State of Victoria and both Plumbing Staff Solutions and the Guarantors agree to submit to the jurisdiction of the courts and tribunals of that State.
- 3.3. In the event that any provision of this Guarantee and Indemnity or its application to any person or circumstance is or is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions of this Guarantee and Indemnity or the application of such provisions to any persons or circumstances and the said other provisions shall remain in full force and effect.
- 3.4. This Guarantee and Indemnity shall inure the benefit of Plumbing Staff Solutions, its successors and assigns and shall not be determined by the death of any of the Guarantors and shall be binding upon the Guarantors and the legal personal representative, successors and assigns of the Guarantors.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By .....  
(Print name of Guarantor)

.....  
(Signature of Guarantor)

.....  
(Signature of Witness)

.....  
(Print name of Witness)

(Address of Witness)

By .....  
(Print name of Guarantor)

.....  
(Signature of Guarantor)

.....  
(Signature of Witness)

.....  
(Print name of Witness)

(Address of Witness)

PSS Master Agreement Version 2 January 2016

**SCHEDULE A - PART 4: TRADESPERSON LEASE REQUEST**

Category of Business: (please tick box)

Sector of Industry: (please tick boxes)

**Employer Contractor** ☐

**Sole Contractor** ☐

**Other.....**

**Domestic (new)** ☐

**Domestic (existing)** ☐

**Commercial** ☐

**Multi Storey / Commercial Construction** ☐

**General Plumbing** ☐

**Mechanical Services** ☐

**Roofing** ☐

**Drainage** ☐

**Gas Servicing** ☐

**Water Reticulation** ☐

**Irrigation** ☐

Tradesperson requirements

**Expected placement duration:** .....

- **Does the Tradesperson require a car licence?** Yes ☐ No ☐ Not important ☐

Locality of the work

**VICTORIA**

**Western Suburbs (to Werribee)** ☐

**Northern Suburbs (to Craigeburn)** ☐

**South Eastern Suburbs (to Berwick)** ☐

**Southern Suburbs / Bayside** ☐

**Eastern Suburbs (to Lilydale)** ☐

**Inner City** ☐

**Melbourne CBD** ☐

**Geelong** ☐

**Site details:**

|

**Site Contact:**

|

# Direct Debit Request – Service Agreement

The following is your Direct Debit Service Agreement with Plumbing Staff Solutions Pty Ltd, ABN 42605683583 & User id 495725. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

## Definitions

- **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between *you* and *us*.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** means the day that payment by *you* to *us* is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between *us* and *you*.
- **us** or **we** means Plumbing Staff Solutions Pty Ltd, (the Debit User) *you* have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

## 1. Debiting your account

By signing a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*.

If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

## 2. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days' written notice.

## 3. Amendments by you

*You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen (14) days' notification by writing to: Plumbing Staff Solutions Pty Ltd or by telephoning *us* on (03) 9329 9622 during business hours **or** arranging it through your own financial institution.

## 4. Your obligations

Is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (a) *you* may be charged a fee and/or interest by *your financial institution*;

- (b) *you* may also incur fees or charges imposed or incurred by *us*; and
- (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

*You* should check *your account* statement to verify that the amounts debited from *your account* are correct

If Plumbing Staff Solutions Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Plumbing Staff Solutions Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on (03) 9329 9622 and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up with your financial institution direct.

If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

## 6. Accounts

*You* should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

## 7. Confidentiality

We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about *you*:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 8. Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to Plumbing Staff Solutions Pty Ltd, PO Box 214, Brunswick, Vic 3056.

We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.

Request and Authority to debit the account named below to pay **Plumbing Staff Solutions Pty Ltd**

**Request and Authority to debit**

Your Surname or company name \_\_\_\_\_

**Your Given names or ABN/ARBN** \_\_\_\_\_ "you"

request and authorise Plumbing Staff Solutions Pty Ltd 495725 to arrange, through its own financial institution, a debit to your nominated account any amount Plumbing Staff Solutions Pty Ltd has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

**Insert the name and address of financial institution at which account is held**

**Financial institution name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Insert details of account to be debited**

**Name/s on account** \_\_\_\_\_

**BSB number (Must be 6 Digits)**      | | | | | - | | | | |

**Account number**      | | | | | | | | | | | | |

**Acknowledgment**

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Plumbing Staff Solutions Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

**Payment Details**

Debits may be made Seven days after the issue of billing advice.

**Insert your signature and address**

**Signature** \_\_\_\_\_

(If signing for a company, sign and print full name and capacity for signing eg. director)

**Address** \_\_\_\_\_

**Date**      \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Second account signatory (if required)**

**Signature** \_\_\_\_\_

(If signing for a company, sign and print full name and capacity for signing eg. director)

**Address** \_\_\_\_\_

**Date**      \_\_\_\_ / \_\_\_\_ / \_\_\_\_