

## HOST EMPLOYER INDUCTION CHECKLIST

TOPIC	REFERENCES	HOST INITIAL
Understanding the role of PAQ as the legal Employer	Review clause 2.	
Understanding the Host Employer's role and responsibilities when supporting the apprentice	Review clause 3.	
Communication requirements	Host Employer encouraged to regularly communicate and be part of the assessments of proficiency in the workplace supporting the training of the Apprentice. Refer clause 3.9 and 3.10.	
Where to get information and support	Field staff are available to be the first point of contact for any issue or concern with the Apprentice. Refer clause 2.6.	
Probation and minimum hire periods	7 day initial minimum hire period, hand back at any time with 7 days' notice or will be billed. Clause 3.1 and 6.3.	
Workplace Health and Safety – your responsibilities and how we assist you to ensure a safe workplace for our Apprentice.	Requirement to conduct onsite inductions at each site the Apprentice visits. PAQ provided relevant information as a result of the OHS Assessment. Explain the PPE provided by PAQ, all other safety equipment to be provided by the Host Employer. Explain requirement to immediately notify all injuries Refer Clause 3.25.	
Read and understand PAQ's policies, and how they should be implemented in the workplace	Access and Equity Policy Occupational Health and Safety Standard Code of Conduct Privacy Policy Working with Children policy – requirement to provide WWC check if hosting children under 18 Copies of policies can be found on the webpage <a href="http://www.plumber.com.au/PAQ">www.plumber.com.au/PAQ</a> .	
Charge-Out Rate Sheet	Provided to the Host Employer to ensure they are aware of the Charges to be paid and the correct EBA/Site/Award rates applicable are clear.	
Payment Terms	Weekly invoice, payment within 14 days. Direct Debit preferred. Member discount 2.5%, discount for payment within 14 days of 2.5%.	
Time Sheets	PAQ relies on them. Must be checked and countersigned/ approved by the Site Supervisor. Apprentice pay and charges are generated from them so ensure they are correct.	
Public Liability Insurance	Requirement to provide a copy of the Certificate of Currency via email before placement.	
Guarantee	Signed by a Director (if a Company or Trust).	

## HOST EMPLOYER APPLICATION

TO: **Master Plumbers and Mechanical Services Association Australia** of 10B / 58 Metroplex Avenue, Murarie Queensland 4170 trading as Plumbing Apprentices Queensland (“PAQ”).

The Host Employer as set out below (“**the Host Employer**”) hereby applies to host an Apprentice/Trainee and to obtain credit from PAQ on the Terms and Conditions as attached and as varied from time to time by PAQ.

### HOST EMPLOYER DETAILS

#### ENTITY TYPE

Sole Trader
  Partnership
  Trust
  Company

Trading Name:

ABN:

Office Use: Obtain ABR Search checking status of trading name.

#### TRUST (COMPLETE IF APPLICABLE)

Name of Trustee:

Trustee ACN (If the Trustee is a Corporate Trustee):

Office Use: Obtain copy of Trust Deed for file.

#### COMPANY (COMPLETE IF APPLICABLE)

Company Name:

ACN:

Office Use: Obtain ASIC Search showing Directors of the Company.

#### ADDRESS DETAILS

Physical Address:

Suburb:

Postcode:

Postal Address:

Suburb:

Postcode:

Address for Service:

Suburb:

Postcode:

Office Use: Obtain from ASIC Search.

#### CONTACT DETAILS

Primary contact name:

Direct telephone number:

Email:

Accounts contact name:

Direct telephone number:

Email:

Who should PAQ communicate with about the following:

Placements and rotations	<input type="checkbox"/> Primary contact	OR	<input type="checkbox"/> Accounts contact
Timesheet queries	<input type="checkbox"/> Primary contact	OR	<input type="checkbox"/> Accounts contact
Invoices for payment	<input type="checkbox"/> Primary contact	OR	<input type="checkbox"/> Accounts contact
Debt recovery	<input type="checkbox"/> Primary contact	OR	<input type="checkbox"/> Accounts contact

## PROOF OF IDENTITY AND AUTHORITY TO SIGN

List details of all Directors of Company (including Trustee), Partners of Partnership and Sole Trader.

FULL NAME	RESIDENTIAL ADDRESS	DOB	DRIVERS LICENCE NO.

Office Use: Cross reference ASIC Search/ABR Search and view driver's license.

## ENTERPRISE BARGAINING AGREEMENTS

Has the Host Employer ever signed an Enterprise Bargaining Agreement for the payment of workers?

Yes  No

If yes, full name of EBA:

## PUBLIC LIABILITY INSURANCE

Insurer:

Expiry date:

Policy number:

Office Use: Diarise for review and obtain new Certificate of Currency from Accounts person upon expiration. Certificate of currency must be emailed to: [accounts@plumber.com.au](mailto:accounts@plumber.com.au) prior to placement occurring.

## PAYMENT METHOD

- Direct Debit from Bank Account (Direct Debit Request to be completed)  
 Direct Debit from Credit Card (Credit Card Request to be completed)  
 Payment by EFT (Host Employer to initiate payments within payment terms)

## ACCEPTANCE

PAQ will be deemed to have accepted this Application upon the grant of credit to and/or placement of the Apprentice with the Host Employer, whichever event occurs first.

### PRIVACY ACT CONSENT

The Host Employer agrees that PAQ may seek from a credit reporting agency a report containing financial information about the Host Employer for the purposes of assessing whether to accept the Host Employer's credit account with PAQ. The Host Employer further agrees that PAQ may give to and seek from any credit providers that may be named in a credit report issued by a credit report agency, information about the Host Employer's credit arrangements. The Host Employer understands that this information can include any information about the Host Employer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.

PAQ otherwise agrees to keep any information provided to it in connection to the Application to Host and Obtain Credit, the direct debit information and all other information private.

### DECLARATION

The person completing this application on behalf of the Host Employer **REPRESENTS AND WARRANTS** that (i) he/she has read and understood the terms and conditions of this Application together with the Terms and Conditions, (ii) the information contained herein is true and correct, (iii) he/she has the authority to sign this Application on behalf of the Host Employer.

Signature:

Full name:

Position:

Date:

## NEW HOST CHECKLIST PART A - OHS Capabilities

Host/Company name:

Date:

Host contact name:

Telephone:

Type of Business:

Domestic

Commercial

Industrial

Sanitary

Roofing

Mechanical

Fire

Drainage

Gas

Heating and Cooling

Other/Comments:

### 1. THE WORK AND THE APPRENTICE

Describe what type(s) of work activities the apprentice(s) will be expected to carry out:

(e.g. installing packaged A/C Units, lifting units to final wall locations)

Start time:

Finish time:

Overtime:

Nightshift:

Intended duration of placement (minimum 7 days):

Required year level of apprentice?

1st Year

2nd Year

3rd Year

4th Year

Additional competencies the apprentice should possess?

Scissor Lift < 11m

Boom Lift < 11m

Safe Work on Roofs

Other, please specify:

### 2. THE HOST/COMPANY ORGANISATION & STRUCTURE ASSESSMENT

Number of full time staff:

Number of casual and agency (On-hire) staff?

## 3. HOST/COMPANY'S STRUCTURED APPROACH TO MANAGING SAFETY

Is there a system for managing safety?  Yes  No

If yes, please provide a copy of your Safety Management Plan

OHSAS 18001 / ASNZS 4801 / Safety Map Certification

Master Plumbers Safety Plan

Other (please indicate details below):

Will you provide a company induction?  Yes  No

Do you have a system for reporting injuries?  Yes  No

Who provides safety advice?  Safety Manager  Safety Advisor  Association  Consultant

Name of person who provides safety advice:

## 4. HISTORICAL OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE

Host WorkCover (WIC) #:

Host premium rate:

Host industry premium rate?

## 5. HISTORICAL CLAIMS PERFORMANCE

Number of injuries in the past year:

What activities were being undertaken when the injuries were sustained?

Will the apprentice(s) be undertaking activities where injuries have been previously sustained?

Yes  No

Have you had a notifiable incident in the last 12 months?

Yes  No

Have you, the Host Employer or an Associate ever been convicted of an offence?

Yes  No

## NEW HOST CHECKLIST

### PART B - WORK LOCATION, SUPERVISION AND ENVIRONMENT

#### 1. THE WORK LOCATION

Where is the job location/site the apprentice will be initially placed to work:

#### 2. SUPERVISION/TRAINING

What are the levels of apprentice supervision that can be provided?

- Direct** - Visual contact/within an audible range - 1st and 2nd Year (Mandatory for 1st Year)
- General** - On site face to face contact all day - 3rd Year
- Broad** - Some face to face contact during the day - 4th Year

Who is the Manager/Supervisor responsible for guaranteeing the nominated level(s) of supervision?

Name:

QBCC Licence No.:



Position:

Mobile:



What induction/training will be provided before the apprentice commences work:

- Company Induction     Site Inductions     On the Job Training     Formal Training     Nothing

To whom does the apprentice report to on this job?

Name:

Position:

Mobile:



How are the host safety issues reported?

- Verbally     Writing     Other (please specify below)

#### 3. THE WORK ENVIRONMENT

##### COMMON HAZARDS AT THE HOST'S WORK LOCATION

Is there anything specific that we need to know to keep the apprentice safe? The following are common hazards in the plumbing trade. Induction advice has been provided to all PAQ apprentices regarding these hazards. The Host and Field Officer are to detail any additional training required in **section 5** as they give a consideration to each hazard.

- Manual tasks** (e.g. Over-exertion, lifting, awkward positions, impacts, reaching)
- Gravity** (e.g. Falling objects, falls, slips, trips)
- Electricity** (e.g. Shock, burns, electrocution, potential ignition source)
- Machinery & Equipment** (e.g. Being hit/caught by a moving vehicle/machine part)
- Hazardous chemicals** (e.g. Acids, hydrocarbons, heavy metals, asbestos, silica)
- Extreme temperatures** (e.g. Burns, heat stroke, fatigue, hypothermia, frost bite)
- Noise** (e.g. Hearing damage, masking of emergency alarms)
- Radiation** (e.g. Exposure to radiation such as x-rays, sunlight, ultra-violet, lasers)
- Biological** (e.g. Micro-organisms, allergies, disease e.g. Hepatitis, Legionnaires)
- Psychological hazards** (e.g. Stress, bullying, violence, work-related fatigue)
- Pressure hazards** (e.g. Highly pressurised fluid, gas or air)

## COMMON HAZARDS AT THE HOST'S WORK LOCATION - CONTINUED

Will there be any special personal protective equipment (PPE) required to be used at the hosts' workplace other than the following protective equipment PAQ supply?

- |   |  |   |   |  |
|---|--|---|---|--|
| <input checked="" type="checkbox"/> Bluey jacket  | <input checked="" type="checkbox"/> Long pants | <input checked="" type="checkbox"/> Long sleeve shirt | <input checked="" type="checkbox"/> Safety boots  | <input checked="" type="checkbox"/> Safety glasses |
| <input checked="" type="checkbox"/> Safety helmet | <input checked="" type="checkbox"/> Earmuffs   | <input checked="" type="checkbox"/> Reflective vest   | <input checked="" type="checkbox"/> UV protection |  |

If yes, please nominate any PPE you will be providing:

## 4. THE WORK ENVIRONMENT

### 'HIGH RISK TASKS' AT THE HOST'S WORK LOCATION

The Work Health and Safety Regulations 2011 require employers and self-employed persons to prepare a SWMS before commencing 'high risk construction work' (HRCW), if that work poses a risk to the health or safety of any person including other persons on site or the public.

The Host has a duty to prepare a SWMS if they are intending to perform any of the nineteen (19) HRCW activities before commencing that HRCW.

### IDENTIFY THE 'HIGH RISK TASKS'

'HIGH RISK TASKS'	YES/ NO	IF YES, PLEASE INCLUDE DETAILS
4.1 Will the apprentice be using any plant and/or equipment?		
4.2 Will the apprentice be using any chemicals/solvents/working with lead etc.?		
4.3 Will you be performing any work where there is a risk of a person falling more than 2 metres?		
4.4 Will you be performing any work on, near or adjacent to telecommunication towers?		
4.5 Will you be performing any work involving demolition?		
4.6 Will you be performing any work involving removal or likely disturbance of asbestos?		
4.7 Will you be performing any work involving structural alterations that require temporary support to prevent collapse?		
4.8 Will you be performing any work involving confined spaces?		
4.9 Will you be performing any work involving a tunnel, trench or shaft and the excavated depth is more than 1.5m?		
4.10 Will you be performing any work involving the use of explosives?		
4.11 Will you be performing any work on or near pressurised gas distribution mains or piping?		
4.12 Will you be performing any work on or near chemical, fuel or refrigerant lines?		
4.13 Will you be performing any work on or near energised electrical installations or services?		
4.14 Will you be performing any work on an area that may have a contaminated or flammable atmosphere?		

'HIGH RISK TASKS'	YES/ NO	IF YES, PLEASE INCLUDE DETAILS
4.15 Will you be performing any work involving tilt-up or precast concrete?		
4.16 Will you be performing any work on or adjacent to roadways or railways used by road or rail traffic?		
4.17 Will you be performing any work at workplaces where there is any movement of powered mobile plant?		
4.18 Will you be performing any work in an area where there are artificial extremes of temperature?		
4.19 Will you be performing any work in, over or adjacent to water or other liquids where there is a risk of drowning?		

Will a SWMS be produced for the above as required?  Yes  No

If 'YES' please provide a copy of the SWMS for each High-Risk Work task being performed.

## 5. COVID-19 MANAGEMENT

- Does the business have a COVID-19 policy and procedure?  Yes  No
- Does the business have a COVID-19 Risk Management Plan?  Yes  No
- Have your staff conducted/completed Infection Control Training? (PAQ request new employees to complete during our induction)  Yes  No
- Does the business have a Contract Tracing Procedure? (PAQ monitor any apprentices that reports in sick, and any vital information will be passed on to you)  Yes  No
- Do you agree to report any suspected or confirmed cases of COVID-19 to PAQ?  Yes  No

## 6. FURTHER ASSISTANCE REQUIRED/OTHER COMMENTS

- Would you like the MPMSAA to assist you in the preparation and implementation of a documented OHS management system or Safe Work Method Statements (SWMS)?  Yes (please indicate below)  No
- Safety Management System
- Safe Work Method Statements (SWMS)

Comments:

## HOST EMPLOYER DECLARATION

I declare that the information provided to PAQ to facilitate the employment of an apprentice is true and correct in every particular.

Name:

Signature:

Date:

### OFFICE USE ONLY - PAQ RECOMMENDATION

I have reviewed the workplace safety information a) provided by the Host Employer and b) observed through site visits and meetings with the Host Employer. Based on this review I recommend that apprentices may be placed with this Host Employer.

Name:

Signature:

Date:



## TERMS AND CONDITIONS

1. **Agreement**
  - 1.1 PAQ will maintain processes and procedures through which it demonstrates compliance with the National Standards for Group Training Organisations.
  - 1.2 PAQ shall be and remain at all times the employer of any Apprentice placed with the Host Employer under an Apprenticeship.
  - 1.3 PAQ will make an Apprentice available to the Host Employer on request, subject to availability, and subject to the completion and execution of the Application to Host Apprentice and Obtain Credit by the Host Employer to the satisfaction of PAQ.
  - 1.4 The Host Employer agrees to host any Apprentice from time to time provided by PAQ.
  - 1.5 The Host Employer accepts and agrees that PAQ makes no warranty or representation as to the experience, skill or capacity of any Apprentice placed with the Host Employer.
2. **Obligations of PAQ**

PAQ:

  - 2.1 provides to the Host Employer a document known as a "Charge-Out Rate Sheet" for each type of Apprentice it places, detailing the Charge Out Rates and Allowances payable by the Host Employer to PAQ and other particulars related to the placement. The Charge-Out Rate Sheet shall be incorporated into the Agreement.
  - 2.2 remains responsible for the payment of the wages and charges in respect of any Apprentice placed with the Host Employer.
  - 2.3 remains responsible for the observance of employer obligations under the terms and conditions of the Apprentice employment.
  - 2.4 will advise the Host Employer on the observance of employer obligations and employment conditions under the terms and conditions of the Apprentice's employment.
  - 2.5 will outfit each Apprentice with long sleeve work pants, hi-vis shirts, long sleeve jumper, steel cap boots, ear muffs, helmet, eye protection and gloves. PAQ will replace these items on a fair wear and tear basis and the provision of PPE is included in the Charge Out Rate and as incorporated in the Charge Out Rate Sheet.
  - 2.6 will provide the Apprentice and the Host Employer support accessed via a dedicated team of field staff to facilitate the effective engagement and training of the Apprentice.
3. **Host Employer Obligations**
  - 3.1 The Host Employer agrees to host the Apprentice for the minimum period of one week.
  - 3.2 PAQ will provide a Tax Invoice on a weekly basis to the Host Employer for payment of the Host Fee for the Apprentices it hosts. The Tax Invoice will set out the Charge Out Rate, allowances, overtime, penalties and hours worked in respect of services provided by each Apprentice over the period of the Tax Invoice.
  - 3.3 PAQ may vary the Charge out Rate and Allowances payable by the Host Employer for each Apprentice it hosts without notice, and retrospectively, if necessary, to cover cost increases imposed on PAQ as a result of award, enterprise agreement, site agreement and levy variations or other factors that may affect the Charge Out Rate and Allowances and costs borne by PAQ.
  - 3.4 If the Apprentice completes their duties prior to the completion of a full day, PAQ is entitled to invoice the Host Employer for a full day.
  - 3.5 If the Host Employer has requested the recruitment of a candidate to fit the Host Employer's specific needs, the Host Employer agrees to pay all costs, fees and expenses incurred in the recruitment of the Apprentice by PAQ should the Employment of the Apprentice fail to proceed.
  - 3.6 The Host Employer must ensure any Apprentice it hosts accurately completes time sheets and shall check and countersign time sheets submitted.
  - 3.7 The Host Employer agrees that a timesheet signed by an Apprentice shall be conclusive evidence of the matters stated in the timesheet and in particular the hours and charges in any Tax Invoice rendered by PAQ.
  - 3.8 The Host Employer must not "on lease", assign, loan, hire or sub-contract any Apprentice to a third party.
  - 3.9 The Host Employer must assist PAQ in preparing appraisals, assessments and reports on any Apprentice that it hosts.
  - 3.10 Communicate with PAQ on a regular basis about the Apprentice, providing both positive feedback and opportunities for improvement to facilitate the mentoring of the Apprentice by PAQ toward the successful completion of the apprenticeship and a level of proficiency as is usually expected by a fully qualified plumber.
  - 3.11 The Host Employer must allow representatives of PAQ access to interview any Apprentice that it hosts at the premises of the Host Employer or any other place elected by PAQ from time to time.
- 3.12 The Host Employer must comply with all equal opportunity, anti-discrimination, occupational health and safety, workers compensation and any other applicable legislation, regulations, awards and codes of practice.
- 3.13 The Host Employer must notify PAQ if any enterprise agreements or other site agreements exist and of any variations made to such.
- 3.14 The Host Employer must comply with the Privacy Act 1988 as if it were an "organisation" and ignoring any exemption or concessions in relation to the operation of "small businesses".
- 3.15 The Host Employer must notify PAQ in writing of any change in director, office-holder, officer, shareholder, management, company structure, partnership or trusteeship within 7 days of such change.
- 3.16 The Host Employer must comply at all times with PAQ policies and procedures and all lawful directions made by PAQ.
- 3.17 The Host Employer must provide constant supervision and instruction to any Apprentice that it hosts to allow the Apprentice to be trained in a safe, healthy and harassment free environment.
- 3.18 The Host Employer must provide such workplace training and instruction as would reasonably be required for the purpose of assisting any Apprentice it hosts to gain the relevant trade qualification.
- 3.19 The Host Employer must release any Apprentice it hosts to attend all training sessions as scheduled by PAQ.
- 3.20 The Host Employer must not provide any Apprentice it hosts with work which is unsuitable, unsafe or beyond the knowledge, skill or ability of the Apprentice.
- 3.21 The Host Employer must outfit each Apprentice with any items of protective equipment and clothing required for personal protection in that particular location or work in addition to the basic personal protection equipment provided by PAQ pursuant to Clause 2.5. All items of personal protective equipment provided by the Host Employer must be sufficient to meet the duty of care owed by the Host Employer to the Apprentice, comply with and conform to relevant safety standards and codes of practice, be in good working order and be of correct fit to the individual required to use same.
- 3.22 The Host Employer must ensure personal protective equipment and clothing are satisfactorily used or worn when required by any Apprentice it hosts.
- 3.23 The Host Employer must provide any Apprentice that it hosts with alternative work in the event of conditions that prevent a job from being completed.
- 3.24 Notwithstanding Clause 1, the Host Employer must comply with and abide by all applicable State and Federal occupational health and safety legislation on the basis that the Host Employer is the deemed employer of the Apprentice and the Apprentice is the deemed employee of the Host Employer for the purposes of the applicable State and Federal occupational health and safety legislation, including but not limited to:
  - (i) providing and maintaining a working environment that is safe and without risk to the health and welfare of any Apprentice it hosts;
  - (ii) providing and maintaining a work environment that is free of conduct in breach of any of PAQ's policies including but not limited to sexual harassment, bullying and violence, discrimination or preference as a result of gender, sexual orientation, parenting responsibilities, race or religion;
  - (iii) providing and maintaining safe plant and safe systems of work;
  - (iv) providing adequate work facilities;
  - (v) ensuring any Apprentice it hosts has adequate information, instruction, training and supervision to work in a safe and healthy manner; and
  - (vi) assisting PAQ in undertaking a workplace hazard inspection before it hosts any Apprentice.
- 3.25 In the event of any injury or illness suffered by any Apprentice that it hosts or any incident at the workplace which may expose risk to the Apprentice health, safety and welfare:
  - (i) all workers compensation requirements, administration and claims are carried out by PAQ;
  - (ii) the Host Employer must report immediately to PAQ any such injury illness or incident; and
  - (iii) the Host Employer must ensure any injured Apprentice placed with the Host Employer completes a report of injury or incident and forwards the report to PAQ as soon as possible; and
  - (iv) the Host Employer must provide suitable duties for the Apprentice to assist him/her to rehabilitate and return to work.
- 3.26 If medical attention is required by any injured Apprentice placed with the Host Employer, such Apprentice or Host Employer is to inform the medical provider that PAQ is their employer. PAQ is to be stated as "the employer" on any workers compensation claim completed by an injured Apprentice placed with the Host Employer.
- 3.27 The Host Employer:
  - (i) will effect, maintain and keep current at all times public liability insurance cover for the minimum amount of \$10 million (or such other amount as PAQ may from time to time require) against any loss, damage or injury to any third party caused by any Apprentice that it hosts, and which arises out of or in the course of its hosting of the Apprentice.
  - (ii) must produce on request to PAQ satisfactory evidence of insurance cover and must pay all premiums before they became due for payment.

## 4. Payment and Interest

- 4.1 The Host Employer must pay PAQ either:
  - (i) by direct debit from a bank account or credit card; or
  - (ii) by bank transfer or cheque;

the full amount due under the Tax Invoice within 14 calendar days in full and without deduction other than discounts allowed by PAQ as detailed in the Charge Out Rate Sheet.
- 4.2 If the Host Employer elects to pay the Host Fee by direct debit from a bank account or credit card, then:
 

Host Employer Rights & Obligations

  - (i) The Host Employer must ensure the Nominated Account can accept direct debits.
  - (ii) The signature used for the direct debit request must be identical to the signature used in connection with the Host Employer's Nominated Account.
  - (iii) The Host Employer must ensure sufficient cleared funds are available in the Nominated Account on the debit day to cover the direct debit payment amount.

Making Changes to the Direct Debit Request

  - (i) The Host Employer may terminate the direct debit arrangements with at least 7 days' notice before the debit day/due date on the Tax Invoice by giving PAQ notice directly or via the Host Employer's financial institution.

PAQ's Obligations & Issues with Payment

  - (i) PAQ will advise the Host Employer on the Tax Invoice the due date payable for the Host Fee. This is the date on which the direct debit will be processed.
  - (ii) PAQ will keep the information relating to your Nominated Account confidential except to the extent that it is required to process Direct Debit transactions.
  - (iii) PAQ may debit your Nominated Account until the authority is revoked.
  - (iv) If the debit day falls on a non-business day PAQ may draw the amount on the next business day.
  - (v) If there are insufficient cleared funds in the Nominated Account to meet a direct debit payment:
    - (a) The Nominated Account may be charged a fee by the Host Employer's financial institution;
    - (b) PAQ will require the Host Employer to pay any additional bank fees and charges it incurs as a result; and
    - (c) Interest will apply pursuant to clause 4.4(a) herein; and
    - (d) The Host Employer must arrange for the applicable payment to be made by another method or arrange for sufficient cleared funds to be in the Nominated Account by an agreed time so PAQ can process the direct debit payment.

Disputes

  - (i) If the Host Employer believes there has been an error in debiting the Nominated Account, then the Host Employer will immediately contact PAQ Payroll via email on accounts@plumber.com.au or telephone 07 3273 0800 as soon as possible so that PAQ can resolve the issue as quickly as possible. Alternatively, the Host Employer can take this up with their financial institution.
  - (ii) If PAQ concludes as a result of investigations conducted that the Nominated Account has not been debited correctly, PAQ will correct the issue as quickly as possible.
  - (iii) If PAQ concludes as a result of investigations conducted that the Nominated Account has been debited correctly, PAQ will notify the Host Employer together with any reasons and any evidence for this finding.
- 4.3 The Host Employer will remit additional amounts to PAQ

- representing the GST payable for the supply of any Apprentice placed with the Host Employer upon receipt of a valid Tax Invoice.
- 4.4 If the Host Employer fails to pay an amount on or before the due date for payment, the Host Employer:
- must pay PAQ interest at the interest rate for the time being fixed under Section 2 of the Penalty Interest Rate Act (QLD) 1983 on that amount, calculated and payable daily, computed from the due date until the amount including interest is paid in full; and
  - PAQ may at its absolute discretion withdraw the Apprentice.
- 4.5 If any additional costs, fees and expenses [including but not limited to banking, debt collection, legal (including solicitor/client costs) or otherwise] are incurred in recovering any outstanding monies, these additional costs, fees and expenses shall be fully payable by the Host Employer.
- 5. Indemnities**
- 5.1 The Host Employer accepts and agrees that PAQ will use its best endeavours to ensure attendance by the Apprentice or where the Apprentice abandons the placement to provide a suitable replacement. The Host Employer agrees and accepts that the Host Employer shall not make any claim, suit, action, demand or proceedings of whatsoever nature against PAQ for the failure to attend by the Apprentice or the inability of PAQ to provide a suitable replacement.
- 5.2 PAQ is not liable for any personal injury, illness, disability or death to any person whatsoever or loss or destruction of or damage to or loss of use of any property, whether real or personal, (including but not limited to any property of the Host Employer) arising directly or indirectly as a result of or in connection with the Host Employer hosting any Apprentice or by reason of any act (including theft), omission, statement or representation of any Apprentice placed with the Host Employer, whether such act, omission, statement or representation was negligent or otherwise.
- 5.3 The Host Employer shall be liable for and shall indemnify and keep indemnified and hold harmless PAQ against any liability, loss, damage, claim, suit, action, demand, cost, expense or proceedings of whatsoever nature whether arising under statute or common law in respect of:
- any personal injury, illness, disability or death of any and all persons whomsoever;
  - loss or destruction of or damage to or loss of use of all property, whether real or personal, (including but not limited to the property of the Host Employer)
  - breach of statute or breach of contract;
  - criminal prosecution;
  - economic loss or loss of profits; and
  - any consequential loss arising directly or indirectly as a result of or in connection with the Host Employer hosting any Apprentice or by reason of any act (including theft), omission, statement or representation of any Apprentice it hosts, whether such act, omission, statement or representation was negligent or otherwise. For the purposes of this clause, PAQ includes its directors, officers and employees of PAQ.
- 6. Termination**
- 6.1 PAQ may terminate the placement of any Apprentice placed with the Host Employer immediately without notice if:
- the Host Employer fails to pay any amount due to PAQ;
  - the Host Employer breaches any obligations set out in the Agreement;
  - either party terminates the Agreement pursuant to clause 7 (Non-solicitation); or
  - the Host Employer commits or is involved in any act of insolvency including bankruptcy, liquidation, receivership, administration, scheme of arrangement or the like.
- 6.2 PAQ or the Host Employer may terminate the placement of any Apprentice immediately without notice in the event of serious misconduct whether on the part of the Apprentice or the Host Employer.
- 6.3 PAQ or the Host Employer may terminate the placement of any Apprentice after the expiry of the initial period set by Clause 3.1 by giving not less than 7 days' notice in writing or by mutual consent. If the Host Employer terminates the placement of the Apprentice without the required 7 days' notice, PAQ will invoice the Host Employer for a full week of work at ordinary hours in lieu of notice.
- 6.4 PAQ or the Host Employer may terminate the Agreement after the expiry of the initial period set by Clause 3.1 by giving not less than 7 days' notice in writing.
- 7. Non-solicitation**
- 7.1 The Host Employer must not offer direct employment to any Apprentice that it hosts or has hosted, prior to the completion of the apprenticeship with PAQ, by way of employment, indenture or training agreement without the prior written approval of PAQ.
- 7.2 If the Host Employer, prior to the completion of the apprenticeship and with the prior written approval of PAQ, offers direct employment to any Apprentice it hosts by way of employment, indenture or training agreement and such Apprentice accepts that offer, the Host Employer must pay to PAQ the sum equivalent to 15% of the gross annual salary of the Apprentice. This shall be calculated with reference to the industrial instrument that applies to the Host Employer over the subsequent 52 week period plus fares and travel. The Host Employer then becomes the employer of the Apprentice and becomes responsible for payment of all employment remuneration and entitlements in respect of the Apprentice.
- 7.3 Nothing in clause 7.2 prevents the Host Employer from offering employment to the Apprentice/Trainee following completion of the apprenticeship/traineeship.
- 8. Jurisdiction**
- The Host Employer agrees that the Agreement is governed by the laws of the State of Queensland and the Host Employer agrees to submit to the exclusive jurisdiction of the courts of the State of Queensland.
- 9. General**
- 9.1 A notice required or permitted to be given by one party to another under the Agreement shall be in writing and shall be treated as being duly given and received if it is:
- delivered personally to that other party;
  - left at that other party's address;
  - sent by pre-paid mail to that other party's address;
  - sent by electronic mail to the electronic mail address of that other party; or
  - transmitted by facsimile to that other party.
- A notice given to a party shall be duly given and received:
- when delivered (in the case of it being delivered personally or left at that party's address)
  - on the second Business Day after posting (in the case of it being sent by pre-paid mail); and
  - on the day of transmission (if given by facsimile or electronic mail and no intimation having been received that the notice has not been received, whether that intimation comes from that party or from the operation of facsimile machine, computer or otherwise)
  - Provided that a notice transmitted after 5.00 pm on any day or on a day which is not a Business Day shall be treated as having been duly given and received at 9.00 am on the next Business Day.
- 9.2 For the purposes of this clause, the address of a party is the address set out in the Application to Host Apprentice and Obtain Credit.
- 9.3 Each party shall promptly at its own cost do all things necessary (including signing and delivery of all documents) and shall procure that each of its officers, employees and agents do all things necessary (including signing and delivery of all documents) by notice from another party to effectively carry out and give full effect to the Agreement and the rights and obligations of the parties under the Agreement.
- 9.4 The rights and obligations of the parties in respect of agreements, indemnities, covenants and warranties contained in the Agreement shall remain in full force and effect, be continuing agreements, indemnities, covenants and warranties and not be merged or extinguished by or upon termination of or completion of any obligations under the Agreement.
- 9.5 The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.
- 9.6 The failure, delay, relaxation or indulgence on the part of a party in exercising any power, right or remedy conferred upon that party by the Agreement shall not operate as a waiver of that power, right or remedy, nor shall the exercise of any single or partial exercise of any power, right or remedy preclude any other or further exercise of such power, right or remedy or the exercise of any other power, right or remedy under the Agreement.
- 9.7 Any waiver of a breach of the Agreement shall be in writing signed by the party granting the waiver and shall be effective only to the extent specifically set out in that waiver.
- 9.8 If any provision of the Agreement is invalid, illegal, void or not enforceable, it is to be read down, if possible, so as to be valid and enforceable and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of the Agreement or affecting the validity or enforceability of that provision.
- 9.9 The Host Employer shall not, at law or in equity, assign, transfer or otherwise deal with any of its rights or obligations under the Agreement without the prior written consent of PAQ, which consent shall not be unreasonably withheld.
- 9.10 Time is of the essence of the Agreement.
- 10. Definitions and Interpretation**
- 10.1 Definitions In the Agreement:
- "Agreement"** means the Application to Host Apprentice and Obtain Credit together with these Terms and Conditions as varied from time to time;
- "Allowances"** means such allowances as are payable in respect of work carried out for the Host Employer by any Apprentice that it hosts from time to time based on the relevant legislation, industrial awards, enterprise agreement and site agreements;
- "Apprentice"** means a person whom PAQ has undertaken to train under a training agreement;
- "Apprenticeship"** means a form of structured entry level training which consists of training delivered under a formal training agreement in accordance with a mutually agreed training plan involving structured on the job training and may involve structured off the job training as well;
- "Business Day"** means any day other than a Saturday, Sunday or Public Holiday in the State that the Host Employer is located within;
- "Charge Out Rate"** means the Charge Out rate specified in the Charge Out Rate Sheet/Rate Card and as varied from time to time;
- "Charges"** means income tax (PAYG withholding) payments, superannuation, worker's compensation, College fees, leave entitlements and the costs of provision of ATO payment summary;
- "GST"** means Goods and Services Tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999*;
- "Charge Out Rate Sheet"** means a document known as a Rate Card detailing the Charge Out Rates and Allowances payable by the Host Employer to PAQ;
- "Host"** means the placement of any Apprentice with the Host Employer;
- "Host Employer"** means the person named and described as the Host Employer in the Application to Host Apprentice and Obtain Credit and includes all related and associate persons within the meaning of the *Corporations Act 2001 (Cwth)* and its directors, officers and employees;
- "Host Fee"** means such fee as is invoiced by PAQ to the Host Employer based on the time sheets delivered to PAQ from time to time and includes the Charge Out Rates, allowances, overtime and penalties;
- "Legislation"** includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by law whether commonwealth, state, territory or local;
- "PAQ"** means Master Plumbers and Mechanical Services Association Australia, of 10B / 58 Metroplex Avenue, Murarie in the State of Queensland and includes its directors, officers and employees.;
- "State"** includes reference to a Territory where applicable;
- "Tax Invoice"** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 10.2 In the Agreement:
- headings are inserted for convenience only and do not affect the interpretation of the Agreement; and unless the context otherwise requires:
  - words importing the singular include the plural and vice versa;
  - a word importing a gender includes the other gender;
  - a reference to a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), an organisation, a government and a government authority or agency;
  - a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns;
  - a reference to a part, clause or party is a reference to a part or clause of, or a party to, the Agreement;
  - a reference to the Agreement includes any schedules, annexures, exhibits or attachments to the Agreement;
  - a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation;
  - if the day on which anything is to be done is not a Business Day it shall be done on the next Business Day; and
  - a reference to "\$" or dollars means Australian dollars and a reference to payment means payment in Australian dollars.

## GUARANTEE

To PAQ:

In consideration that you have at my request agreed to provide credit to the Host Employer ("the Host Employer") on the terms and conditions of the Host Employer Agreement made between the parties ("the Host Agreement") the Guarantor as set out below ("the Guarantor") hereby:

1. guarantees to PAQ the due performance, observance and fulfilment by the Host Employer of all the terms and conditions contained in or implied by the Host Agreement on the part of the Host Employer to be performed, observed and fulfilled.
2. indemnifies and agrees to keep indemnified PAQ against all loss, damages, costs and expenses suffered or incurred by PAQ as a result of or in connection with any failure by the Host Employer to pay any monies or to perform, observe or fulfil any of the terms and conditions contained in or implied by the Host Agreement.
3. acknowledges that the liability of the Guarantor will remain in full force and effect notwithstanding: -
  - a. that PAQ may grant time or other indulgence to the Host Employer;
  - b. if the Host Employer is a company, the Host Employer commits or is involved in any act of insolvency including liquidation, receivership, administration, scheme of arrangement or the like;
  - c. if the Host Employer is a natural person, the Host Employer dies, becomes bankrupt, enters into an arrangement with his creditors or becomes of unsound mind;
  - d. that PAQ for any reason has not exercised or does not exercise all or any of the rights or powers PAQ has against the Host Employer.
4. Where this guarantee is given by more than one person, the obligations on the part of the Guarantor take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them.
5. The Guarantor agrees that PAQ may seek from a credit reporting agency a report containing financial information about the Guarantor for the purposes of assessing whether to accept the Host Employer's credit account with PAQ. The Guarantor further agrees that PAQ may give to and seek from any credit providers that may be named in a credit report issued by a credit report agency information about the Guarantor. The Guarantor understands that this information can include any information about the Guarantor's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.
6. A notice required or permitted to be given by PAQ to the Guarantor shall be in writing and shall be treated as being duly given and received if it is:
  - a. delivered personally to the Guarantor;
  - b. left at the Guarantor's address; or
  - c. sent by pre-paid mail to the Guarantor's address.
7. A notice given to the Guarantor shall be duly given and received:
  - a. when delivered (in the case of it being delivered personally or left at the Guarantor's address); or
  - b. on the second Business Day after posting (in the case of it being sent by pre-paid mail).

For the purposes of this clause, the address of the Guarantor is the address set out in this guarantee.

8. In this guarantee:

"**Agreement**" means the Application to Host Apprentice and Obtain Credit executed by the Host Employer together with the Terms and Conditions as varied from time to time.

"**Host Employer**" means the person named and described as the Host Employer in the Application to Host Apprentice and Obtain Credit and includes all related and associate persons within the meaning of the Corporations Act 2001 and its directors, officers and employees.

"**PAQ**" means Master Plumbers and Mechanical Services Association Australia, of 10B / 58 Metroplex Avenue, Murarrie in the State of Queensland and includes its directors, officers and employees.

Unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. a word importing a gender includes the other gender;
- c. a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns.

## THE GUARANTOR(S)

The Guarantor acknowledges that he has been recommended to seek independent legal advice prior to the signing of this guarantee. The Guarantor acknowledges that he has read and understood the Host Employer Agreement and this guarantee before signing this guarantee.

Full Name:

Residential Address:

Suburb:

Postcode:

Signature:

Date:

Witness Name:

Witness Signature:

Date:

Full Name:

Residential Address:

Suburb:

Postcode:

Signature:

Date:

Witness Name:

Witness Signature:

Date: