

DIRECT SKILLS PTY LTD – TRADING ACCOUNT APPLICATION

COMPANY DETAILS:

COMPANY
 PARTNERSHIP
 SOLE TRADER
 (TICK APPLICABLE BOX)

Full Company Name: _____

Trading Name: _____

ACN: _____ ABN: _____

Business Address: _____

Phone: _____ Fax: _____ Date Commenced Trading: _____

Type of Business: _____ Contact Name - Account Enquiries: _____

Bank: _____ Branch: _____

DETAILS OF DIRECTORS / PARTNERS / PROPRIETOR

Full Name: _____ Phone: _____

Residential Address: _____

Full Name: _____ Phone: _____

Residential Address: _____

TRADING REFERENCES (PLEASE LIST THREE)

Company: _____ Phone: _____

Address: _____

Company: _____ Phone: _____

Address: _____

Company: _____ Phone: _____

Address: _____

CREDIT LIMIT REQUESTED (PER MONTH)

Credit Limit Requested (\$AUD per month): PLEASE NOTE THAT ANY CREDIT LIMIT REQUEST OVER \$30,000.00 PER MONTH WILL REQUIRE THE COMPLETION OF THE "DEED OF GUARANTEE AND INDEMNITY" (REFER OVER).

APPLICATION AND TERMS & CONDITIONS

- In consideration of Direct Skills Pty Ltd ("Direct Skills") providing the facility of a trading account, I/We ("the Applicant") agree that:
1. Direct Skills may choose to accept or decline this application and may cancel or vary all credit facilities at any stage, without notice.
- The Applicant:**
2. The Applicant will abide by the **General Conditions for the Supply of Direct Skills Workers**, which may be varied by Direct Skills from time to time.
 3. The Applicant will inform Direct Skills immediately in writing of any change in the ownership, management or control of the Applicant.
- Payment:**
4. Upon Direct Skills accepting this application, the trading terms are strictly fourteen (14) calendar days from the date of the invoice. If the account is not paid by the due date, Direct Skills may withdraw or vary this account without notice, charge interest on any amount overdue at the rates set out in the Terms and Conditions of the Agreement and exercise any other rights set out in the said Terms and Conditions.
- Direct Skills:**
5. Direct Skills may disclose to a credit reporting agency certain information about the Applicant including information contained in this application, the amount of credit applied for, the fact that Direct Skills is a current credit provider to the Applicant, payment which may become more than 30 days overdue, a serious credit infringement, which Direct Skills believes the Applicant has committed and the discharge of the credit account (if granted under this application)
 6. Direct Skills may, in assessing this application and any later request for a credit limit increase, obtain from a credit reporting agency, a credit report containing the Applicant's personal credit information, commercial activities and credit worthiness.
 7. Direct Skills may give to and obtain from any credit provider(s) named in a credit report issued by a credit reporting agency, information about the Applicant's personal or commercial credit arrangements, including its credit worthiness, to assist it to avoid default and to notify other credit providers of a default.
 8. Direct Skills may, at its discretion, request the Applicant to provide copies of financial statements to assist in determining its credit worthiness.
 9. The Applicant agrees to operate the trading account on these conditions and declares that all information supplied in this application is true and correct and not misleading.

Signed: _____	Witness: _____
Name: _____	Date: _____
Title: _____	For Direct Skills: _____
Date: _____	Approval Date: _____

IMPORTANT: IF the Applicant is a company, its directors must sign the personal guarantee and indemnity on the reverse side of this form.



DEED OF GUARANTEE AND INDEMNITY

Note: If the Applicant is a company, all Directors of the company must execute this guarantee and indemnity.

TO: Direct Skills Pty Ltd ("Direct Skills")

I/We the Guarantor(s) stated below have requested Direct Skills to enter into the Agreement with the Guarantor(s) in return for you, at our request, agreeing to supply or continue to supply goods and/or services to the Applicant, on the Terms and Conditions as stated in the Agreement.

I/We the Guarantor(s) hereby for ourselves, our respective executors and administrators JOINTLY AND SEVERALLY COVENEANT with Direct Skills as follows:

If at any time:

1A. the Applicant is late in making a payment to Direct Skills in accordance with the contract

OR

1B. the Applicant fails to observe any other of its obligations contained in any Terms and Conditions of the Agreement:

THEN

2. I / We will immediately, upon demand by Direct Skills make payment to Direct Skills of any monies which are due and payable by the Applicant;

AND

3. I / We will keep Direct Skills indemnified against any loss Direct Skills suffers, including any costs and expenses incurred, if the Applicant does not pay all monies owing and payable when due under the Agreement.

4. This Guarantee and Indemnity is a continuing Guarantee and Indemnity and will remain in full force until legally discharged and will not be released by any of the following:

4.1 Direct Skills giving to any person any concessions, release, discharge, waiver or extension of time; or

4.2 any contract being unenforceable; or

4.3 Direct Skills breaching or repudiating any contract; or

4.4 Direct Skills not giving notice of any default by the Applicant; or

4.5 the death incapacity or insolvency of any person; or

4.6 Direct Skills receiving a dividend, distribution of other payment because of the insolvency of any person; or

4.7 any payment received by you being awarded or set aside under any law relating to insolvency; or

4.8 if the Applicant is a company, any change in officers or shareholders of the Applicant; or

4.9 any rule of law or equity to the contrary; or

4.10 any part of this Guarantee or Indemnity or the Contract being void, voidable, unenforceable or illegal.

5. I / We are liable jointly and each of us separately even if one or more of us does not execute this Deed of Guarantee and Indemnity.

6. Where this Guarantee is given by more than one person it binds them jointly and each of them individually.

7. I / We are not discharged from our liability until you give us formal discharge in writing. We are only entitled to discharge after:

7.1 12 months after the date of full payment of monies at anytime owing or payable by us to you; or

7.2 a longer period decided by you if for any reason you consider that a payment of such monies may be repayable under any law.

8. I / we agree not to directly or indirectly prove or receive the benefit of any distribution, dividend or payment because of the insolvency of the Applicant or any other surety.

9. I / we agree that Direct Skills may at any time refuse further credit or supplies, or goods and services to the Applicant without discharging or impairing the liability under this Deed of Guarantee and Indemnity.

Signed -
Guarantor: _____

Signed -
Guarantor: _____

Print Name: _____

Print Name: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

GENERAL CONDITIONS for the SUPPLY OF DIRECT SKILLS WORKERS

This Agreement is made this _____ day of _____, 20_____.

Between

Direct Skills Pty Ltd (ABN: 99 097 443 653) of Suite 6, 50 Upper Heidelberg Road, Ivanhoe, Victoria ("Direct Skills")

And

(Business Name): _____ (ABN): _____

of (Address): _____ ("The Client")

GENERAL CONDITIONS FOR THE SUPPLY OF DIRECT SKILLS WORKERS

DEFINITIONS

For the purposes of this agreement:

- (a) Agreement shall mean this agreement and any agreement executed by the parties expressed, in writing, to be supplemented by this agreement.
- (b) Client shall mean the party contracting with Direct Skills for the provision of labour services.
- (c) Worker(s) shall mean any person supplied by Direct Skills to carry out work as a Worker for the Client under this Agreement.
- (d) Assignment means the period of time when Workers are engaged under this agreement and any time incidental to performing work for the Client under this Agreement.

It is hereby agreed that:

1. Direct Skills will supply to the Client Workers as defined in this agreement.
2. The Client shall pay Direct Skills subject to the terms of this contract the hourly rate for supply of Workers agreed between the parties.

TERMS AND CONDITIONS

The Client acknowledges that:

3. Direct Skills endeavours to maintain a generic induction process to ensure that Direct Skills Workers are adequately aware of their obligations under the relevant Occupational Health and Safety Act 2004 and its regulations as they apply.
4. The Client will do all things reasonably practicable to minimise the risk of injury and or ill health of Direct Skills Workers while under the care and guidance of the Client under this Agreement and any other agreement or employment with the Worker in accordance with the relevant legislation and regulations as applicable.

Liability for Direct Skills Workers

5. Direct Skills does not perform the services of its Workers and is solely the supplier of Workers at the Client's request to perform work under assignment. From the time that Direct Skills Workers report to the Client for their duties they are under the care, control and supervision of the Client for the duration of the assignment.
6. Direct Skills is not liable to the Client in respect of any damage, loss or injury of any kind, however caused, whether due to Direct Skills' negligence or the negligence of any Worker of Direct Skills, their servants or otherwise, which may be suffered or incurred, whether directly or indirectly, in respect of the services provided under this Agreement.
7. All Direct Skills Workers are under the care, control and supervision of the Client while on assignment with the Client. The Client assumes responsibility for all acts, errors and omissions of Workers for the duration of the assignment.

Indemnity

8. The Client will insure and indemnify Direct Skills as against any loss or damage of whatsoever nature that may arise from the acts or omissions of Workers or the Client in relation to or arising from this Agreement. The Client will also insure and indemnify Direct Skills for any costs including legal costs in the event that Direct Skills is joined to any action whatsoever as a result of the Client engaging Workers under this Agreement.

Client Duties

9. The Client is required to inform Direct Skills of any changes to the Worker's duties before such changes are made. Where such changes may put the Worker's health and safety at risk, Clients must consult with the Worker regarding such changes and associated danger.
10. The Client must provide Workers with appropriate supervision for the duration of their assignment consistent with any associated risks, level of Worker's competence and regulatory requirements.
11. The Client must provide any amenity and facility as required by applicable statute and regulation in a safe and healthy condition.
12. The Client is required to provide each Worker with:



- 12.1 local induction training to familiarise them with the Client's operation and relevant policies and procedures (particularly Occupational Health and Safety); and
 - 12.2 on the job training and supervision to ensure adequate instruction and training on the assignment; and
 - 12.3 all tools, all specialised and necessary clothing and equipment, all substances and materials to be used or handled for the period of the assignment.
13. The Client is required to provide necessary amenities and lock-up areas for tools and equipment.

Hourly Rates and Payment for Work under this Agreement

- 14. Specific hourly rates for Workers are to be invoiced by Direct Skills to the Client as per the rate card. The hourly rates so invoiced include all applicable statutory charges, including annual leave, casual loading, sick pay, workers compensation insurance, superannuation and payroll tax.
- 15. Specific Terms and Conditions as agreed between the parties for the supply of Workers form part of this agreement. Such terms must be attached as an appendix to this agreement.
- 16. All conditions allowances payable will be invoiced by Direct Skills at the rate designated by the appropriate Award or Agreement, plus 25% on-costs.

Award

- 17. All relevant Award or Agreement conditions apply to this quotation and Direct Skills will pay its Workers and invoice the Client accordingly.
- 18. All rates and conditions are subject to change without notice when affected by a variation in Award or Agreement conditions and will be adjusted from the date of the designated for implementation for the variation decision.
- 19. All advertising on behalf of the Client for permanent recruitment must be approved and signed by Direct Skills and the Client. All advertising costs are charged to the Client at the completion of the permanent recruitment assignment, unless otherwise agreed.
- 20. Direct Skills will pay Workers and invoice the Client in accordance with the appropriate Award or Agreement on any assignment classified as "Distant Work".

Cancellation of individual Assignment

- 21. The Client must provide Direct Skills not less than eight (8) hours notice of cancellation or postponement of any individual Worker's Assignment. The said notice must be provided by the Client on a weekday during the hours of 9.00am and 5.00pm.
- 22. The Client shall make a minimum payment of eight (8) hours in the case of a Direct Skills Worker being stood down due to inclement weather or for any other reason.

Payment

- 23. Full payment is due strictly on fourteen (14) day terms after the date of invoice, unless otherwise agreed between the parties.

Late Payment

- 24. Late payment of invoices shall incur a late payment fee, which is calculated at 0.055% per day on the total amount outstanding until the invoice is paid in full.

Dispute Resolution

- 25. Any Dispute of whatsoever nature to do with this Agreement will be resolved in a court of competent jurisdiction.

Recruitment of Workers

- 26. If the Client seeks to recruit any Worker to its own payroll, during an assignment or within six (6) months of the last Direct Skills assignment by the Worker with the Client, a fee of 15 percent (exclusive of GST) of the amount of the Worker's total remuneration shall be payable to Direct Skills until a period of six (6) months has elapsed since the Worker's last Direct Skills assignment.

Termination

- 27. If the Client breaches any of these terms or commits any default in payment under this agreement or commits any act or Bankruptcy or Insolvency, Direct Skills may terminate this agreement. To terminate this agreement Direct Skills will send a written notice of termination and termination will take effect from the time and date that the notice is received by the Client. Any monies due under the Contract must be paid to Direct Skills within fourteen (14) days.

TERMS ARE STRICTLY FULL PAYMENT FOURTEEN (14) DAYS FROM DATE OF INVOICE (UNLESS OTHERWISE AGREED)

Signed for and on behalf of Direct Skills Pty Ltd

Signed for an on behalf of the Client

SIGNED: _____

SIGNED: _____

PRINT NAME: _____

PRINT NAME: _____

DATED: _____

DATED: _____

