

# OPERATING TERMS AND CONDITIONS

## 1. CONFIDENTIALITY & OWNERSHIP OF CONTRACT MATERIAL

- 1.1 FILEforce shall not disclose or make public any information or material acquired or produced in connection with or by the performance of the Contract Services without prior approval in writing of the Client. Persons proposed for the performance of the Contract Services may be required to make undertakings relating to the nondisclosure of confidential information in a form prescribed by the client in addition to undertakings required by FILEforce.
- 1.2 The Property and copyright in all contract material whether tangible or intangible shall be vested in the Client. FILEforce shall not use any contract material for any purpose other than for the Client without prior approval in writing of the Client.
- 1.3 "Contract Material" includes all material produced under the Agreement including reports, technical information, plans, charts, drawings, calculations, tables, schedules and other data.
- 1.4 FILEforce and its contractors shall not make any public statements in relation to work assignments under this agreement without the prior written permission of the Client.
- 1.5 The client shall indemnify and at all times keep indemnified FILEforce and its principals, consultants, contractors, locums and FILEforce officers from all actions, suites, claims and demands by anyone claiming by through or under the client and also any litigation against the client where FILEforce is or may become a party for damages of whatsoever nature or cause of action arising out of or in connection with or the performance of the Contract Services and also against all costs, charges and expenses which may be incurred by FILEforce and its principals, consultants, contractors, locums and FILEforce officers in defending and/settling such actions, suits, claims or demands.

## 2. RECRUITMENT OF STAFF

- 2.1 FILEforce undertakes not to actively recruit staff from the Client during the period of this Agreement and for a period of six (6) months thereafter.
- 2.2 The client will refrain from recruiting FILEforce contractors to staff positions during the period of this Agreement and any extensions to it. This provision may be waived by FILEforce on payment to FILEforce of a permanent placement free equal to the current hourly rate multiplied by a standard month (168 hours), or such other amount as may be negotiated.

- 2.3 The client undertakes not to engage FILEforce's contractor(s) for a continuation of this assignment, or for any other task, within a period of (6) six months following completion of this assignment other than through the FILEforce and in the case of a direct contract arrangement, by payment by the Client to FILEforce of a Placement Fee calculated as in Clause 2.2.

## 3. ATTENDANCE & SUPERVISION

- 3.1 Duration of Standard Attendance time will be stated in the Job Assignment Sheet. (Each Staff member completes a time sheet stating attendance and tasks, which is signed by the client representative prior to billings.)
- 3.2 Starting and finishing times will be determined in the Job Assignment Sheet & Service Level Agreement.
- 3.3 Daily supervision and direction will be provided by the client, unless contracted to the contrary.
- 3.4 A review interview will be held with the client liaison officer regarding progress of work and additional requirements.
- 3.5 Staff will be relieved by FILEforce for periods of absence over two days; holiday and training leave periods, unless specified to the contract in the Job Assignment Sheet.
- 3.6 Contracts will be for a fixed term with the ability to renew. The minimum period of contract will be one month, or the termination of work covered in the original Job Assignment Sheet. Should the client request a change of staff, a minimum of two weeks notice will be required. FILEforce may permanently change the staff, only with a minimum of two weeks notice and prior consultancy. Overtime will only be charged by prior authorisation by client.

## 4. BILLING FREQUENCY

Billing will be

- (a) Long Term Contracts monthly in advance by prior arrangement.
- (b) Short Term or Hourly Billing. Fortnightly in arrears of billing period.

The account is due and payable within seven days of the invoice.

## 5. BILLING DEFINITIONS

### ON-SITE ACTIVITY

An activity is defined as the attendance by FILEforce staff, at the client office for a period of time as arranged with the project leader or designate, for the purpose of providing service.

### OFF-SITE ACTIVITY

An activity is defined as the provision of a client service by FILEforce staff, at location other than the client's office for a period of time as arranged with the project leader or designate, for the purpose of providing service.

## PIECE RATE

A piece rate activity is a process with a definite beginning and end. It can be counted at a specific point in the activity or process associated with the activity. The quantity can be counted and verified by both the contractor and the client representative. For piece rates to apply the client and FILEforce must both agree on the content, quantity and quality of the work to be performed prior to the commencement of the work and verify the counting mechanism. First and last days on piece rate activity cannot claim minimum billing benefits.

## 6. STAFF DEFINITIONS

### PRINCIPAL

Principals are FILEforce executive staff members and provide advice to clients including project leadership and management. One principal is assigned to each task.

### CONSULTANTS

Consultants provide advice to clients and supervise other staff particularly contractors

### CONTRACTORS / LOCUMS

Contractors are temporary staff who are provided on a Hourly basis ie. they are both paid and billed on a hourly basis. They include specialised personnel such as a computer programmer, forms designed, supervisors and project managers.

### FILEforce OFFICER

This sub-category of CONTRACTOR are provided and billed for including the supervision provided by FILEforce. The rate at which a FILEforce Officer is charged includes the cost of the supervision. There is no additional charge for supervision other than any Out of Pockets incurred by the supervisor.

## 7. MINIMUM BILLING TIMES

FILEforce employ internal time costing for client activity. Each staff hour is divided into 10 segments of six minutes. The minimum billing unit possible is one tenth of an hour. This unit is used for casual advice and diagnostics and is accounted for in billing units of six minutes. This allows for the accurate and equitable billing of such items as phone calls and other communications. The following are the minimum billing periods for each class of work for each employee by activity.

### SINGLE ACTIVITY DAY

Eg. A meeting under X hours as the only activity on that day will be billed as X hours.

On Site Activity	4 hours
Off Site Activity	1 billing unit
Piece Rate	25% previous days throughput
Temporary Staff	4 hours

### MULTIPLE ACTIVITY DAYS

This defines a day when FILEforce staff attend the clients office at their request for more than one discontinuous activity ie. one meeting in the morning and the next at 1600rs

On Site Activity	4 hours
Piece Rate	75% of previous days throughput
Temporary Staff	5 hours
Off Site Activity	1 billing unit

## EXTRA TIME

Extra time applies only when specified in Schedule B (Service Level Agreement). During extra time the client is charged at a lesser rate per hour than the contracted rate for a period not exceeding twice the contracted time. For example a weekly attendance of three hours when the FILEforce Officer performs four hours work, the 4<sup>th</sup> hour will be charged at the agreed lesser amount.

## OVERTIME

Applies where defined under the schedule when the work is performed outside the normal trading hours of the client as defined in Schedule A (Job Assignment Sheet).

## DOWNTIME

Down time caused by the inability of the client to provide any item necessary for FILEforce to complete this task will be charged at the quoted hourly rate. For example:- Lack of computer connectivity, evacuations, inability to access work inputs. These charges are over and above any contract estimate made by FILEforce. Minimum of one Time Unit.

## 8. CONTRACT RATE REVIEW

FILEforce reserves the right (in consultation with client) to review the charge rate at the beginning of each quarter (ie. 1st Jan, May, July & Oct).

## 9. OUT OF POCKET EXPENSES

Reimbursement of Out of Pocket Expenses is the Clients responsibility. In general terms these include travel, accommodation, taxis, couriers, telephone calls, and consumables provided for the sole benefit of the client.

## 10. CONTRACT STAFF TRAINING

All contract staff are trained by FILEforce.

## 11. PROFESSIONAL DEVELOPMENT

Development and training periods which normally occur in business hours will be permitted by the client, at no expense to the client (eg. Attendance at Professional Affiliated Association Meetings).

## 12. INSURANCES

All staff members are covered where necessary by FILEforce for Public Liability, Professional Indemnity, Workers Compensation Insurance (Work Cover) and Superannuation.

## 13. EQUAL OPPORTUNITY EMPLOYER

FILEforce Service Provider is an Equal Opportunity Employer.

## 14. STORAGE

FILEforce shall be at liberty to subcontract the storage of any records for an on behalf of the client to a third party storage and records management company including but not limited to Grace Records Management and Recall and the client will be bound by the terms and conditions of the records management company a copy of which will be supplied when that service is provided.. FILEforce shall not be liable in contract or negligence in respect to the storage of any records of the client and such records shall be at the risk of the client.