
HOST BUSINESS AGREEMENT

APPRENTICESHIPS ARE US LTD
ABN: 50 613 819 248



HOST BUSINESS AGREEMENT

APPRENTICESHIPS ARE US LIMITED (ARU) is a registered Group Training Organisation (GTO) and adheres to the *National Standards for Group Training Organisations*. These standards ensure compliance with the following:

- Governance and management systems to effectively oversee apprentice and trainee placements.
- Risk management practices for maintaining safe work environments.
- Training plans aligned with nationally recognised qualifications. The Host Business agrees to comply with these standards and ensure that apprentices and trainees receive proper supervision, training, and a safe working environment as per the obligations set forth by the GTO standards.

FROM: **Apprenticeships Are Us Limited** (ACN 613 819 248) of Suite 4.01, Level 4, 1 Wentworth Street, Parramatta NSW 2150 trading as Apprenticeships Are Us Limited (**APPRENTICESHIPS ARE US LIMITED**).

TO: The Host Business as set out below (**Host Business**) hereby applies to host an Apprentice/Trainee and to obtain credit from APPRENTICESHIPS ARE US LIMITED on the Terms and Conditions as attached and as varied from time to time by APPRENTICESHIPS ARE US LIMITED.

Host Business:

Company Name:	
Trading Name:	
ABN:	
Telephone:	
Fax:	
Email:	
Business Address:	
Postal Address:	

Directors/Proprietors:

Name:		Mobile Telephone:	
Residential Address:			
Name:		Mobile Telephone:	
Residential Address:			

Public Liability Insurance:

Insurer:			
Policy No:		Expiry Date:	

Apprentice's Supervisor:

Name:		Telephone No:	
Position:		Email:	

Accounts Contact:

Name:		Telephone No:	
Position:		Email:	

HOST BUSINESS

AGREEMENT

FROM: Apprenticeships Are Us Limited (ACN 613 819 248) of Suite 4.01, Level 4, 1 Wentworth Street, Parramatta NSW 2150 trading as Apprenticeships Are Us Limited (**APPRENTICESHIPS ARE US LIMITED**).

TO: The Host Business as set out below (**Host Business**) hereby applies to host an Apprentice/Trainee and to obtain credit from APPRENTICESHIPS ARE US LIMITED on the Terms and Conditions as attached and as varied from time to time by APPRENTICESHIPS ARE US LIMITED.

TERMS AND CONDITIONS

These Terms and Conditions are incorporated into, and form part of any Agreement made between APPRENTICESHIPS ARE US LIMITED and the Host Business for the hosting of any Apprentice/Trainee.

1. Agreement

- 1.1 APPRENTICESHIPS ARE US LIMITED shall be and remain at all times the employer of any Apprentice/Trainee placed with the Host Business under an Apprenticeship/Traineeship.
- 1.2 APPRENTICESHIPS ARE US LIMITED will make an Apprentice/Trainee available to the Host Business on request, subject to availability, and subject to the completion and execution of, and ongoing compliance with, this Agreement, by the Host Business, to the satisfaction of APPRENTICESHIPS ARE US LIMITED.
- 1.3 The Host Business agrees to comply with the terms of this Agreement when hosting any Apprentice/Trainee from time to time provided by APPRENTICESHIPS ARE US LIMITED.
- 1.4 The Host Business accepts and agrees that APPRENTICESHIPS ARE US LIMITED makes no warranty or representation as to the experience, skill or capacity of any Apprentice/Trainee placed with the Host Business.

2. APPRENTICESHIPS ARE US Limited Obligations

- 2.1 APPRENTICESHIPS ARE US LIMITED remains responsible for the payment of the wages and charges in respect of any Apprentice/Trainee placed with the Host Business.
- 2.2 APPRENTICESHIPS ARE US LIMITED remains responsible for the observance of employer obligations under the terms and conditions of the Apprentice/Trainee's employment with APPRENTICESHIPS ARE US LIMITED.
- 2.3 APPRENTICESHIPS ARE US LIMITED will ensure that the Apprentice/Trainee receives employment conditions in accordance with the award, enterprise agreement or site agreement applicable to the Host Business, or the site.
- 2.4 APPRENTICESHIPS ARE US LIMITED will advise the Host Business on the observance of employer obligations and employment conditions under the terms and conditions of the Apprentice/Trainees' employment with APPRENTICESHIPS ARE US LIMITED.
- 2.5 APPRENTICESHIPS ARE US LIMITED will outfit each Apprentice/Trainee with basic personal protection equipment.

3. Host Business Obligations

- 3.1 APPRENTICESHIPS ARE US LIMITED will provide a Tax Invoice on a weekly basis to the Host Business for payment of the Host Fee for the Apprentices/Trainees that the Host Business 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/Trainee over the period of the Tax Invoice.
- 3.2 The Host Business agrees to comply with all relevant provisions of the *Fair Work Act 2009* concerning employment conditions for apprentices and trainees, including minimum wage entitlements, working hours, leave entitlements, and other relevant workplace rights. The Host Business must ensure that apprentices/trainees are provided with fair and lawful working conditions in line with applicable modern awards or enterprise agreements.
- 3.3 APPRENTICESHIPS ARE US LIMITED may vary the Charge Out Rate and Allowances payable by the Host Business for each Apprentice/Trainee it Hosts without notice, and retrospectively, if necessary, to cover cost increases imposed on APPRENTICESHIPS ARE US LIMITED 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 APPRENTICESHIPS ARE US LIMITED.
- 3.4 If the Apprentice/Trainee completes their duties prior to the completion of a full day, APPRENTICESHIPS ARE US LIMITED is entitled to invoice the Host Business for a full day.
- 3.5 The Host Business must pay APPRENTICESHIPS ARE US LIMITED by one of the following methods:
 - Capricorn - Account No: _____
 - Direct debit from a bank account*
 - Electronic Funds Transfer

*Preferred method of payment

- 3.6 The Host Business agrees to pay the full amount of the Tax Invoice within seven (7) days from the date of the Tax Invoice.
- 3.7 The Host Business will remit additional amounts to APPRENTICESHIPS ARE US LIMITED representing the GST payable for the supply of any Apprentice/Trainee placed with the Host Business upon receipt of a valid Tax Invoice.
- 3.8 If the Host Business fails to pay an amount on the due date for payment, the Host Business must pay APPRENTICESHIPS ARE US LIMITED interest at the interest rate for the time being fixed under Section 100 of the Civil Procedure Act (2005) on that amount, calculated and payable daily, computed from the due date until the amount including interest is paid in full.

- 3.9 In the event that the Host Business fails to pay in full the monies due to APPRENTICESHIPS ARE US LIMITED within the said period then:
- (a) APPRENTICESHIPS ARE US LIMITED shall charge interest on the outstanding monies in accordance with Clause 3.6; and
 - (b) APPRENTICESHIPS ARE US LIMITED may at its absolute discretion withdraw the Apprentice/Trainee.
- 3.10 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 Business.
- 3.11 If for any reason the Host Business decides to terminate the Agreement prior to the placement of the Apprentice/Trainee, all costs, fees and expenses incurred in the recruitment of the Apprentice/Trainee by APPRENTICESHIPS ARE US LIMITED shall be payable by the Host Business.
- 3.12 The Host Business must ensure any Apprentice/Trainee it Hosts accurately completes time sheets and shall check and countersign time sheets submitted by any Apprentice/or Trainee that it Hosts.
- 3.13 The Host Business agrees that a timesheet signed by an Apprentice/Trainee shall be conclusive evidence of the matters stated in the timesheet and in particular the hours and charges in any Tax Invoice rendered by APPRENTICESHIPS ARE US LIMITED.
- 3.14 The Host Business must not “on lease”, assign, loan, hire or sub-contract any Apprentice/Trainee to a third party.
- 3.15 The Host Business must assist APPRENTICESHIPS ARE US LIMITED in preparing appraisals, assessments and reports on any Apprentice/Trainee that it Hosts.
- 3.16 The Host Business must allow representatives of APPRENTICESHIPS ARE US LIMITED access to interview any Apprentice/Trainee that it Hosts at the premises of the Host Business, or any other place elected by APPRENTICESHIPS ARE US LIMITED from time to time, including in respect of work, health and safety matters, set out at clause 4 below.
- 3.17 The Host Business must comply with all equal opportunity, anti-discrimination, workplace health and safety, workers compensation and any other applicable Legislation, regulations, awards and codes of practice.
- 3.18 The Host Business must notify APPRENTICESHIPS ARE US LIMITED if any enterprise agreements or other site agreements exist in relation to their workplace and of any variations made to such as soon as practicable after they occur.
- 3.19 The Host Business must comply with the *Privacy Act 1988* as if it were an “organisation” within the meaning of the *Privacy Act 1988* and ignoring any exemption or concessions in relation to the operation of “small businesses”.
- 3.20 The Host Business agrees to comply with the *Privacy Act 1988 (Cth)* when handling personal information relating to apprentices/trainees. This includes ensuring that all personal data collected is managed securely and used solely for the purposes for which it was provided. The Host Business must not disclose or misuse personal information in any manner that breaches Australian privacy laws.
- 3.21 The Host Business agrees that APPRENTICESHIPS ARE US LIMITED may seek from a credit-reporting agency a report containing financial information about the Host Business for the purposes of assessing whether to accept the Host Business credit account with APPRENTICESHIPS ARE US LIMITED. The Host Business further agrees that APPRENTICESHIPS ARE US LIMITED 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 credit arrangements of the Host Business. The Host Business understands that this information can include any information about the credit worthiness, credit standing, credit history or credit capacity of the Host Business that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.
- 3.22 The Host Business must notify APPRENTICESHIPS ARE US LIMITED in writing of any change in director, officeholder, officer, shareholder, management, company structure, partnership or trusteeship within 7 days of such change.

- 3.23 The Host Business must comply at all times with APPRENTICESHIPS ARE US LIMITED policies and procedures and all lawful directions made by APPRENTICESHIPS ARE US LIMITED, including in accordance with clause 4 of this Agreement, and applicable work, health and safety Legislation.
- 3.24 The Host Business must provide constant supervision and instruction to any Apprentice/Trainee that it Hosts to allow the Apprentice/Trainee to be trained in a safe, healthy and harassment free environment.
- 3.25 The Host Business must discharge the obligations as if it were an employer pursuant to the relevant legislations (the *Apprenticeship and Traineeship Act 2001 (NSW)*, the *Education and Training Reform Act 2006 (VIC)*, the *Further Education and Training Act 2014 (QLD)*, the *Training and Skills Development Act 2008 (SA)*, the *Vocational Education and Training Act 1996 (WA)*, the *Training and Workforce Development Act 2013 (TAS)*, the *Training and Tertiary Education Act 2003 (ACT)*, the *Vocational Education and Training (Commonwealth Powers) Act 2019 (NT)*) which include:
- (a) providing such workplace training and instruction as would reasonably be required for the purpose of assisting any Apprentice/Trainee it Hosts to gain the relevant trade qualification; and
 - (b) releasing any Apprentice/Trainee it Hosts to attend all training sessions as scheduled by APPRENTICESHIPS ARE US LIMITED; and
 - (c) liaising with APPRENTICESHIPS ARE US LIMITED in relation to the attendance and participation in the training provided by the relevant registered training organisation.
- 3.26 The Host Business must not provide any Apprentice/Trainee it Hosts with work that is unsuitable, unsafe or beyond the knowledge, skill, or ability of the Apprentice/Trainee.
- 3.27 The Host Business must outfit each Apprentice/Trainee 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 APPRENTICESHIPS ARE US LIMITED pursuant to clause 2.5. All items of personal protective equipment provided by the Host Business must be sufficient to meet the duty of care owed by the Host Business to the Apprentice/Trainee, comply with and conform to relevant safety standards and codes of practice, and associated Legislation, be in good working order and be of correct fit to the individual required to use the same.
- 3.28 The Host Business must ensure personal protective equipment and clothing are satisfactorily used or worn when required by any Apprentice/Trainee it Hosts.
- 3.29 The Host Business must provide any Apprentice/Trainee that it Hosts with alternative work that is suitable, safe and within the knowledge, skill and ability of the Apprentice/Trainee, in the event of conditions that prevent the allocated job from being completed.
- 3.30 If medical attention is required by any injured Apprentice/Trainee placed with the Host Business, such Apprentice/ Trainee or Host Business is to inform the medical provider that APPRENTICESHIPS ARE US LIMITED is their employer. APPRENTICESHIPS ARE US LIMITED is to be stated as “the employer” on any workers compensation claim completed by an injured Apprentice/Trainee placed with the Host Business.
- 3.31 The Host Business acknowledges and agrees that APPRENTICESHIPS ARE US LIMITED will not be responsible for any insurance excesses or damage to vehicles or property caused during the apprentice’s/trainee’s placement. As APPRENTICESHIPS ARE US LIMITED does not have direct control over the working environment or operational risks associated with the Host Business, the Host Business is fully responsible for managing and covering any such costs associated with accidents, damage, or incidents involving apprentices/trainees while performing work-related tasks.
- 3.32 The Host Business 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 APPRENTICESHIPS ARE US LIMITED may from time to time require) against any loss, damage or injury to any third party caused by any Apprentice/Trainee that it Hosts, and which arises out of or in the course of its hosting of the Apprentice/Trainee.
- 3.33 The Host Business must produce on request to APPRENTICESHIPS ARE US LIMITED satisfactory evidence of insurance cover and must pay all premiums before they became due for payment.

4. Work Health and Safety

Mutual Obligation and Consultation

- 4.1 APPRENTICESHIPS ARE US LIMITED must be consulted on the work to be performed at the Host, the safety of the workplace of the Host Business, any equipment, machinery or substances to be used by the Apprentice/Trainee, and the supply of personal protective equipment required for the job.
- 4.2 APPRENTICESHIPS ARE US LIMITED must be consulted prior to the Host Business changing the duties of the Apprentice/Trainee that it Hosts.
- 4.3 APPRENTICESHIPS ARE US LIMITED must be consulted in relation to the arrangements of the Host Business in respect of each of the matters referred to below at clause 4.7.
- 4.4 It is the responsibility of the Host Business to ensure the appropriateness of its work, health and safety consultation arrangements with APPRENTICESHIPS ARE US LIMITED and the Apprentice/Trainee, in order to comply with applicable work, health and legislation of the State where work is performed.
- 4.5 The Host Business is required to provide a safe working environment in accordance with the *Work Health and Safety Act 2011 (Cth)* and relevant state and territory WHS regulations. This includes providing apprentices and trainees with adequate training, supervision, and personal protective equipment (PPE) where necessary, to ensure their health and safety while performing work-related tasks.

Host Business Obligations

- 4.6 The Host Business must ensure, so far as is reasonably practicable, the health and safety of all Apprentices/Trainees engaged in work, at the Host.
- 4.7 Without limiting the obligation of the Host Business at clause 4.6, the Host Business must ensure, so far as is reasonably practicable:
 - (a) that all work carried out pursuant to this Agreement complies with all workplace health and safety requirements in accordance with the laws of the State in which the work is carried out;
 - (b) that the Apprentices/Trainees are not exposed to risks to their health or safety or hazards arising from the provision of work under this Agreement;
 - (c) that systems of work and the working environment are safe and without risks to health and safety;
 - (d) that any plant, equipment or substances provided for use in the provision of work under this Agreement are safe and without risks to health and safety when properly used;
 - (e) that the fixtures and fittings used at the Host Premises in the conduct of the Host Business are without risks to the health and safety of any Apprentices/Trainees;
 - (f) that adequate facilities and access to those facilities for the welfare of the Apprentices/Trainees are provided, when carrying out work for the Host Business, under this Agreement;
 - (g) that provide such information, instruction, training and supervision as may be necessary to ensure that the work provided under this Agreement is provided without hazards or risks to health and safety, including but not limited to training relating to handling dangerous or hazardous goods and material;
 - (h) that the Host Premises, the means of entering and exiting the Host Premises and anything arising from the Host Premises are without risks to the health and safety of any Apprentices/Trainees;
 - (i) that the health of the Apprentices/Trainees and the conditions at the Host are monitored for the purpose of preventing illness or injury of any the Apprentices/Trainees, arising from the conduct of the Host Business; and
 - (j) the provision and maintenance of a work environment that is free of any acts of harassment (including but not limited to sexual harassment, bullying and violence).

- 4.8 The Host Business must complete a site-specific safety induction with each Apprentice/Trainee, by completing the attached "WHS Induction Checklist" at Schedule A of this Agreement, prior to the Apprentice/Trainee commencing any work with the Host Business, at the Host Premises.
- 4.9 Without limiting the obligations of the Host Business in clauses 4.6 and 4.7, the Host Business must arrange and pay any costs associated with each Apprentice/Trainee undergoing audiometric testing in accordance with applicable workplace health and safety laws.
- 4.10 The Host Business must, upon the request by APPRENTICESHIPS ARE US provide to APPRENTICESHIPS ARE US, in a form satisfactory to APPRENTICESHIPS ARE US, all documents which evidence the compliance by the Host Business of its obligations under this clause 4, including a copy of the completed WHS Induction Checklist, and evidence of any audiometric testing conducted, in respect of each Apprentice/Trainee.
- 4.11 The Host Business must, upon the request by APPRENTICESHIPS ARE US, allow access to the Host Premises for the purposes of consulting with APPRENTICESHIPS ARE US in relation to the matters referred to in this clause 4, and to allow APPRENTICESHIPS ARE US to conduct an assessment of, or interview any Apprentice/Trainee in relation to, any relevant work, health and safety matter, arising in respect of the work engaged in by the Apprentice/Trainee, and the Host Premises, more broadly.

APPRENTICESHIPS ARE US Obligations

- 4.12 APPRENTICESHIPS ARE US must ensure, so far as is reasonably practicable, the health and safety of all Apprentices/Trainees engaged in work at a Host.
- 4.13 APPRENTICESHIPS ARE US must ensure, in consultation with the Host Business, that all Apprentices/Trainees:
- (a) fully comply with the appropriate regulations, standards and legislation;
 - (b) abide by and fully comply with all relevant workplace health and safety procedures of the Host Business while engaged by or otherwise providing services to the Host Business;
 - (c) exercise reasonable and necessary precautions which are appropriate to the nature of the work and the conditions under which the work is carried out; and
 - (d) receive adequate training to ensure tasks are undertaken in a manner that minimises the risk to their own health and safety and the health and safety of others, and that the Apprentices/Trainees will not undertake any tasks for which they have not received adequate training.
- 4.14 APPRENTICESHIPS ARE US will, from time to time, conduct site visits and meet with the Host Business to ensure compliance by the Host Business, with the obligations of the Host Business under applicable work, health and safety laws of the State, and this clause 4, and the Apprentices/Trainees obligations under this clause 4.

5. Workplace Incidents and Injuries

- 5.1 The parties must notify each party of any injury sustained by any of the Apprentices/Trainees on the premises of the Host Business, or during the time in which their services were being supplied to the Host Business.
- 5.2 In the event of any injury or illness suffered by any Apprentice/ Trainee at the Host Premises, or any incident at the Host Premises which may expose risk to the Apprentice/Trainee's health, safety and welfare, the Host Business must:
- (a) report immediately to APPRENTICESHIPS ARE US LIMITED any such injury, illness or incident; and
 - (b) ensure any injured Apprentice/Trainee placed with that Host Business completes a report of injury or incident and forwards the report to APPRENTICESHIPS ARE US LIMITED as soon as possible.
 - (c) The Host Business is required to report any workplace incidents involving apprentices/trainees to APPRENTICESHIPS ARE US LIMITED within 24 hours of the incident occurring. The report

must include a detailed account of the incident, injuries sustained (if any), and the measures taken to prevent a recurrence. The Host Business must comply with all incident reporting obligations under the *Work Health and Safety Act 2011 (Cth)* and any applicable state-based WHS regulations.

- 5.3 The Host Business may comply with its reporting and notification obligations under clause 5.2, by way of contacting the Human Resources department of APPRENTICESHIPS ARE US LIMITED, or the relevant account manager of APPRENTICESHIPS ARE US LIMITED, for the Host Business, by way of any one or more of the following methods:
- (a) telephone;
 - (b) email; and / or
 - (c) completing (or causing the Apprentice/Trainee to complete, if applicable) the applicable form on the intranet site of APPRENTICESHIPS ARE US LIMITED.
- 5.4 The Host Business must ensure that the Host Business cooperates and complies, in a timely manner, with any request for information by APPRENTICESHIPS ARE US LIMITED in investigating and / or managing any claim in respect of any injury sustained by any of the Apprentices/Trainees.
- 5.5 All workers compensation requirements, administration and claims in respect of any injury or illness sustained or suffered by the Apprentice/Trainee, or any incident that affects the Apprentice/Trainee, are carried out by APPRENTICESHIPS ARE US LIMITED.
- 5.6 If medical attention is required by any injured Apprentice/Trainee placed with the Host Business, such Apprentice/ Trainee or Host Business is to inform the medical provider that APPRENTICESHIPS ARE US LIMITED is their employer. APPRENTICESHIPS ARE US LIMITED is to be stated as “the employer” on any workers compensation claim completed by an injured Apprentice/Trainee placed with the Host Business.

6. Indemnities

- 6.1 The Host Business accepts and agrees that APPRENTICESHIPS ARE US LIMITED will use its best endeavours to ensure attendance by the Apprentice/Trainee or where the Apprentice/Trainee abandons the placement to provide a suitable replacement. The Host Business agrees and accepts that the Host Business shall not make any claim, suit, action, demand or proceedings of whatsoever nature against APPRENTICESHIPS ARE US LIMITED for the failure to attend by the Apprentice/Trainee or the inability of APPRENTICESHIPS ARE US LIMITED to provide a suitable replacement.
- 6.2 APPRENTICESHIPS ARE US LIMITED 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 Business) arising directly or indirectly as a result of or in connection with the Host Business hosting any Apprentice /Trainee or by reason of any act (including theft), omission, statement or representation of any Apprentice/Trainee placed with the Host Business, whether such act, omission, statement or representation was negligent or otherwise.
- 6.3 The Host Business shall be liable for and shall indemnify and keep indemnified and hold harmless APPRENTICESHIPS ARE US LIMITED against any liability, loss, damage, claim, suit, action, demand, cost, expense or proceedings of whatsoever nature whether arising under contract, statute or common law in respect of any:
- (a) personal injury, illness, disability or death of any and all persons whomsoever;
 - (b) 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 Business);
 - (c) insurance excess payment(s);
 - (d) breach of statute or breach of contract;
 - (e) criminal prosecution;
 - (f) economic loss or loss of profits; and

(g) any consequential loss;

arising directly or indirectly as a result of or in connection with the Host Business hosting any Apprentice/Trainee or by reason of any act (including theft), omission, statement or representation of any Apprentice/Trainee it Hosts, whether such act, omission, statement or representation was negligent or otherwise. For the purposes of this clause, APPRENTICESHIPS ARE US LIMITED includes its directors, officers and employees.

7. Termination

7.1 APPRENTICESHIPS ARE US LIMITED may terminate the placement of any Apprentice/Trainee with the Host Business immediately without notice if:

- (a) the Apprentice/Trainee commits serious misconduct, as defined in the Employment Contract, within the opinion of APPRENTICESHIPS ARE US LIMITED (but only following compliance with clauses 7.5 to 7.7 of this Agreement);
- (b) the Host Business fails to pay any amount due to APPRENTICESHIPS ARE US LIMITED;
- (c) the Host Business breaches any obligations set out in the Agreement;
- (d) either party terminates the Agreement pursuant to clause 8 (Non-solicitation); or
- (e) the Host Business commits or is involved in any act of insolvency including bankruptcy, liquidation, receivership, administration, scheme of arrangement or the like.

7.2 In all other cases, APPRENTICESHIPS ARE US LIMITED may terminate the placement of any Apprentice/Trainee by providing to the Host Business:

- (a) written notice commensurate with the period of notice of termination required to be given by APPRENTICESHIPS ARE US LIMITED to the Apprentice/Trainee, pursuant to the Legislation; or
- (b) any shorter period of written notice, by mutual consent.

7.3 The Host Business may terminate the placement of any Apprentice/Trainee by giving not less than 14 days' notice in writing or any shorter period, by mutual consent.

7.4 If the Host Business terminates the placement of the Apprentice/Trainee without the required 14 days' notice, APPRENTICESHIPS ARE US LIMITED will invoice the Host Business for a full 2 weeks of work at ordinary hours in lieu of notice.

7.5 For the avoidance of doubt, in circumstances where the Host Business is concerned that the Apprentice/Trainee has committed serious misconduct within the meaning of the Legislation, while performing work at the Host Premises, prior to taking any steps, the Host Business must:

- (a) immediately notify APPRENTICESHIPS ARE US LIMITED of the concerns of the Host Business; and
- (b) cooperate and consult with APPRENTICESHIPS ARE US LIMITED in relation to the steps to be taken in relation to the Apprentice/Trainee; and
- (c) cooperate with and comply with any request for information or particulars of the concerns of the Host Business, to assist with the handling of and resolution of the matter, by APPRENTICESHIPS ARE US LIMITED.

7.6 The steps that may be taken by APPRENTICESHIPS ARE US LIMITED in respect of the concerns of the Host Business in relation to the Apprentice/Trainee, include:

- (a) conducting an investigation or inquiries in relation to the concerns of the Host Business;
- (b) mentoring, training, counselling or disciplining the Apprentice/Trainee prior to re-commencing their placement at the Host Business;
- (c) suspending the placement of the Apprentice/Trainee with the Host Business; or
- (d) terminating the placement of the Apprentice/Trainee with the Host Business.

- 7.7 In all cases, the Host Business must not advise the Apprentice/Trainee that their "employment" or "placement" has been terminated. That is, at all times, the responsibility of APPRENTICESHIPS ARE US LIMITED, as employer of the Apprentice/Trainee.
- 7.8 APPRENTICESHIPS ARE US LIMITED does not condone, endorse, or facilitate any commercial arrangements, loans, expenses, or transactions between Host Business and apprentice. Any such arrangements entered into between a Host Business and an apprentice are strictly personal and private and are not part of APPRENTICESHIPS ARE US LIMITED's placement or employment relationship. APPRENTICESHIPS ARE US LIMITED will not be held liable for any consequences, obligations, disputes, or issues arising from commercial arrangements made without our knowledge or approval. It is the responsibility of the Host Business and the apprentice to ensure that any such agreement complies with legal and ethical standards, and APPRENTICESHIPS ARE US LIMITED will not assume any liability for enforcing or overseeing these agreements.

8. Non-solicitation

- 8.1 The Host Business must not offer direct employment to any Apprentice/Trainee that it Hosts, prior to the completion of the apprenticeship/traineeship with APPRENTICESHIPS ARE US LIMITED, by way of employment, indenture or training agreement without the prior written approval of APPRENTICESHIPS ARE US LIMITED.
- 8.2 If the Host Business, prior to the completion, and only with the prior written approval of APPRENTICESHIPS ARE US LIMITED, offers direct employment to any Apprentice/Trainee it Hosts by way of employment, indenture or training agreement, and such Apprentice/Trainee accepts that offer, the Host Business must pay to APPRENTICESHIPS ARE US LIMITED the sum equivalent to 15% of the Gross Annual Salary inclusive of Superannuation of the Apprentice/Trainee.
- 8.3 The Host Business then becomes the employer of the Apprentice/Trainee and becomes responsible for all employment-related matters and payment of all employment-related remuneration and entitlements in respect of the Apprentice/Trainee.
- 8.4 A client, whether they are a current or previous Host Business or not a Host Business, must not make an offer to employ an Apprentice/Trainee directly or directly employ an Apprentice/Trainee that has been referred by APPRENTICESHIPS ARE US LIMITED.
- 8.5 If the client is in breach of the terms and conditions of referral, (whether they have or haven't signed the "Referral Agreement - Terms and Conditions"), the client must pay APPRENTICESHIPS ARE US LIMITED the lesser of:
- (a) a recruitment and/or termination fee of \$5,000 plus GST per Apprentice/Trainee, that they directly employ; or
 - (b) 15% of the Gross Annual Salary inclusive of Superannuation.
- 8.6 Failure to pay the lesser amount within 7 days of the date of an offer being made by the client to employ the Apprentice/Trainee, or the date that Apprentice/Trainee commences employment with the client (whichever is earlier), the client will be liable to pay the higher amount. Failure to pay in any circumstances will result in recovery proceedings against the client and additional costs including, but not limited to, legal fees and interest being charged.

9. Jurisdiction

The Host Business agrees that the Agreement is governed by the laws in the relevant states and/or territories of the Commonwealth of Australia and the Host Business agrees to submit to the exclusive jurisdiction of the courts in the state and/ or territory or jurisdiction that they preside or as determined by APPRENTICESHIPS ARE US LIMITED.

10. General

- 10.1 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:
- (a) delivered personally to that other party;
 - (b) left at that other party's address;
 - (c) sent by pre-paid mail to that other party's address;
 - (d) sent by electronic mail to the electronic mail address of that other party; or
 - (e) transmitted by facsimile to that other party.

A notice given to a party shall be duly given and received:

- (f) when delivered (in the case of it being delivered personally or left at that party's address);
- (g) on the second Business Day after posting (in the case of it being sent by pre-paid mail); and
- (h) 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.

- 10.2 For the purposes of this clause, the address of a party is the address set out in this Agreement.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 The Host Business 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 APPRENTICESHIPS ARE US LIMITED, which consent shall not be unreasonably withheld.
- 10.10 Time is of the essence of the Agreement.

11. Definitions and Interpretation

11.1 Definitions

In the Agreement:

Agreement means this Host Business Agreement 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 Business by any Apprentice/Trainee that it Hosts from time to time based on the relevant legislation, industrial awards, enterprise agreement and site agreements.

Apprentice means a person whom APPRENTICESHIPS ARE US LIMITED has undertaken to train under a training agreement.

APPRENTICESHIPS ARE US LIMITED means Apprenticeships Are Us Limited (ACN 613 819 248) of Suite 4.01, Level 4, 1 Wentworth Street Parramatta NSW 2150 trading as APPRENTICESHIPS ARE US LIMITED in the State of New South Wales.

Apprentice/Trainee means an apprentice or a trainee as the case may be.

Apprenticeship/Traineeship 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 Business is located within.

Charge Out Rate means the rate charged by APPRENTICESHIPS ARE US LIMITED to the Host Business, in respect of the Apprentice/Trainee, over the period of the Tax Invoice, as set out in the Tax Invoice.

Charges include but are not limited to income tax (PAYG withholding) payments, superannuation, worker's compensation, TAFE fees (excluding resource fees), leave entitlements and the costs of provision of ATO payment summary.

Gross Annual Salary means the hourly rate times 38 hours as a minimum per week times 52 weeks, plus weekly allowances times 52 weeks, plus superannuation at the current legislated employer contribution rate.

Group Training Organisation means an organisation providing a group training service to apprentices, trainees and employers.

GST means Goods and Services Tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Host means the placement of any Apprentice/Trainee with the Host Business.

Host Business means the person named and described as the Host Business in the Agreement to Host Apprentice/Trainee and includes all related and associate persons within the meaning of the *Corporations Act 2001* (Cth) and its directors, officers and employees.

Host Fee means such fee as is invoiced by APPRENTICESHIPS ARE US LIMITED to the Host Business based on the time sheets delivered to APPRENTICESHIPS ARE US LIMITED from time to time and includes the Charge Out Rates, Allowances, overtime and penalties.

Host Premises means the site where work is performed by the Apprentice/Trainee in the conduct of the Host Business.

Legislation includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by law whether commonwealth, state, territory or local.

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* (Cth).

Trainee means a person whom APPRENTICESHIPS ARE US LIMITED has undertaken to train under a training agreement.

11.2 In the Agreement:

(a) headings are inserted for convenience only and do not affect the interpretation of the Agreement; and

unless the context otherwise requires:

(b) words importing the singular include the plural and vice versa;

(c) a word importing a gender includes the other gender;

(d) 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;

(e) a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns;

(f) a reference to a part, clause or party is a reference to a part or clause of, or a party to, the Agreement;

(g) a reference to the Agreement includes any schedules, annexures, exhibits or attachments to the Agreement;

(h) a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation;

(i) 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

(j) A reference to "\$" or dollars means Australian dollars and a reference to payment means payment in Australian dollars.

12. Host Business Agreement

12.1 Declaration

This Agreement is made in accordance with Section 124 of the *Corporations Act 2001 (Cth)*, which grants legal capacity and powers to a company to enter into contracts. The parties agree that this Agreement represents a binding legal document enforceable under the *Corporations Act*, and that any breach of its terms may result in legal action or termination of the agreement by APPRENTICESHIPS ARE US LIMITED.

The person completing this application for and on behalf of the Host Business **REPRESENTS AND WARRANTS** that

- (i) they have read and understood all Terms and Conditions contained in this Application;
- (ii) the information provided herein is true and correct;
- (iii) the Host Business has authorised the signing of the Agreement.

Executed as an agreement on [date]

APPRENTICESHIPS ARE US LIMITED

Host Business

.....
Signature of APPRENTICESHIPS ARE US LIMITED authorised representative for and on behalf of Apprenticeships Are Us Limited (ACN 613 819 248)

.....
Signature of Host Business authorised representative for and on behalf of the Host Business

.....
Full Name of APPRENTICESHIPS ARE US LIMITED authorised representative for and on behalf of Apprenticeships Are Us Limited (ACN 613 819 248)

.....
Full Name of Host Business authorised representative for and on behalf of the Host Business

.....
Position held with APPRENTICESHIPS ARE US LIMITED

.....
Position held with Host Business

DECLARATION OF RECEIPT

HOST BUSINESS AGREEMENT

Note: this will be emailed to Host Business upon received at head office.

APPRENTICESHIPS ARE US INFORMATION PACK

DUTY OF CARE

YOUNG WORKER FACT SHEET

YOUNG WORKERS AND MENTAL HEALTH

I declare I have received on
Date

.....
Signature of Host Business authorised representative for and on behalf of the Host Business