

Health Professionals To You Pty Ltd
Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Health Professionals To You terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Australian Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality

Any information concerning the Client or Employee and their respective Client/Employee Records may be passed to third parties. However, Client/Employee records are regarded as confidential and therefore will not be divulged to any third party, if legally required to do so to the appropriate authorities. Clients/Employees have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients/Employees are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's/Employee's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

EFT transfers or Cheques are acceptable methods of payment. Our Terms are payment in full within seven days, unless other payment terms have been specified in writing, invoices plus "GST" have been issued. All payments are strictly net.

Client Cancellation Policy

Minimum 24 hours notice of cancellation shift required. Notification for instance, via email or phone call any other means will be accepted subject to confirmation in writing. If a shift is cancelled once the shift has commenced 4 hours will be charged. If 2 hours before the commencement of shift 2 hours will be charged. Unless there is misconduct by employee only the time worked will be charged.

Availability

Unless otherwise stated, the services featured on this website are only available within Australia, or in relation to postings from Australia. All advertising is intended solely for the Australian market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in Australia. The brand names and specific services of this Company featured on this web site are trade marked

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company's stated telephone numbers.

This company is registered in Australia, ACN 604 383 637, PO Box 1101, Golden Grove Village, SA 5125

GENERAL MATTERS AND OTHER RESPONSIBILITIES

The laws of Australia govern these terms and conditions. By accessing the website and using our services you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

You will:

- (a) provide us with full and accurate information about the job requirements relevant to the assignment by means of an assignment description;
- (b) not on-hire or resupply our workers to any other person or organisation;
- (c) not allocate tasks or responsibilities to our workers or require our workers to perform or participate in work, other than in accordance with the relevant assignment description;
- (d) not request our workers to perform or participate in any work or use any equipment with which they are unfamiliar or in respect of the use of which they are unqualified or have not received adequate training;
- (e) supervise, instruct and direct our workers properly at all times whilst they are on assignment to you;
- (f) supervise, instruct and direct your own employees and contractors properly at all times whilst our workers are on assignment to you;
- (g) comply with your obligations to our workers pursuant to all relevant laws, including laws relating to workplace or occupational health and safety, discrimination and harassment;
- (h) provide induction, training and safety consumables to our workers where appropriate;
- (i) inform our workers and us promptly of any unusual workplace risk or practice or of any change in site or safety conditions that may present a hazard to our workers;
- (j) report to us any performance issues in relation to our workers in a written format, so that we can manage the feedback process with our workers;
- (k) forward to us promptly a written notification of any workplace incident that may give rise to injury or damage which involves our workers;
- (l) abide by all laws that cast upon you any obligation to do, or refrain from doing, anything, or to make or pay any payment, deduction, premium, levy, allowance, compensation, damages, interest or costs in respect of or in connection with the engagement of our workers under these conditions of assignment or any work done by them whilst on assignment to you;
- (m) maintain the confidentiality and privacy of information we provide to you about our workers, whether written or verbal, including the fact that they may be looking for work;
- (n) compensate us for any statutory charges, levies and taxes for which we may become liable in respect of performing our obligations under these conditions of assignment by reason of such statutory charges, levies or taxes being introduced after the acceptance of the offer to supply services;

OUR RESPONSIBILITIES

We are responsible for the following in relation to our workers whilst on assignment with you:

- a) the payment of all amounts due to our workers from us under the terms of any relevant industrial instrument, law or contracts;
- b) subject to the conditions of assignment, the deduction and/or remittance of all appropriate taxes, including but not limited to income tax, fringe benefits tax and payroll tax, as may be required by law;
- c) workers' compensation under the applicable legislation in the relevant jurisdiction, unless the legislation casts that responsibility on you;
- d) the payment of an amount as superannuation into a superannuation fund to avoid the imposition of any charge as may be required by law; and
- e) such other matters or things as may be negotiated between you and us and as are set out in the schedule.

EXCLUSIONS AND INDEMNITY

- Our workers may be replaced if their ability to function effectively and safely is limited, in which case we may replace them with another worker.
- Our workers may refuse work if it reasonably appears that the working environment is or has become unsafe for any reason, including but not limited to you:
 - a) not having established safe work procedures;
 - b) not complying with safety standards;
 - c) not maintaining plant and equipment; or
 - d) not complying with any relevant health or safety legislation or regulations or other obligation which under these terms and conditions is for the protection of health and safety.
- Because our workers work under your control, supervision and direction:
 - a) We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal;

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client/Employee and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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