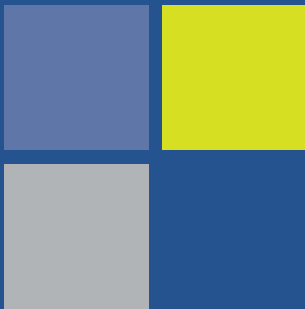


THE INDEPENDENT CONTRACTOR GUIDE



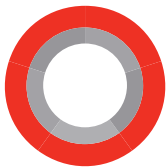
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PRIVACY POLICY

CONTRACTING SOLUTIONS complies with the principles of the National Privacy Policy (NPP). This framework governs the collection, holding, use, correction, disclosure, accessibility, securing and transfer of personal information. In line with the NPP, we advise the following:

- The personal information we have requested is necessary for us to perform the services of a contract administration agency, which is explained in this Contractor Guide.
- Your personal information will be handled in accordance with the NPP.
- The information is held securely within our office systems, and our office personnel are aware of their responsibilities.
- During the course of doing business, we utilise the services of third party suppliers and may disclose your personal information to them. These third parties are bound by confidentiality agreements when handling your personal information. In addition, your personal information will not be shared with third parties, other than this kind (except where required by statutory provisions or an enforcement body), without your consent.
- You have the right to access your personal details and if you wish to verify the information held, please contact us to arrange a suitable time. We will be happy to discuss any aspect of this personal information, subject to the provisions contained within the NPP.

ADMINISTRATION INFORMATION



RAYKON GROUP

Contracting Solutions
90 Goodwood Parade
PO Box 135, Burswood WA 6100

Phone: 1300 85 77 22 (9am to 5pm WST - cost of a local call)

Facsimile: 1300 85 77 33

Email: support@raykon.com.au

Web: www.raykon.com.au

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INTRODUCTION

CONTRACTING SOLUTIONS is an ODCO ® licensed agency that provides self-employed contractors to industry.

Our licensed system is recognised by all relevant Government authorities as legitimately administering all statutory requirements for self-employed personnel. It has been used for more than 30 years and to date it has provided over 30,000 Australians with freedom and flexibility.

Benefits that you can derive from the agency are entirely within your own control. We are a professional agency, working to maintain your independence and self-employed status as bona fide contractors who do not wish to be bound by the constraints of the award/wages system. All you have to do is display the same motivation and professionalism and in return we will serve you in the most efficient and capable manner possible.

Your motivation and productivity, combined with our expertise ensure the profitability and future security of our joint ventures.

This Contractor Guide will help you to more fully understand our agency system and your obligations as a contractor.

Registering with CONTRACTING SOLUTIONS is free. Why not join a dedicated team of professionals that is committed to preserving your best interests.

WHO CAN USE THE CONTRACTING SOLUTIONS SYSTEM?

1. Any worker who wishes to contract their services to business and needs more flexibility and control over their working lives.
2. Industrious workers who are prepared to be more responsible and want to be rewarded for greater productivity.
3. Independent workers who want to be in control of their own lives, who take a responsible attitude to when and how they work.

Please read this Contractor Guide thoroughly, as it provides important information on the way CONTRACTING SOLUTIONS operates, what you can expect from us and what we can expect from you. If you have any questions, please give us a call on 1300 857 722.

CONTRACTOR GUIDELINES

A thorough understanding of our method of operation will ensure a smoother and more successful venture for you and all CONTRACTING SOLUTIONS contractors.

1. TO OBTAIN WORK

Once you have completed the interview and registration process you will be placed on our “available” list. You do need to call and advise us of your availability and if we do not hear from you we will assume you are no longer available for work through CONTRACTING SOLUTIONS. Remember to stay in touch.

2. CONTINUITY OF WORK

Our business supplies contractors on an as-needed basis so the amount of work obtained through CONTRACTING SOLUTIONS may vary. As we rely on demand by our clients, we cannot guarantee any quantity of work.

Your number one priority is to maintain a consistent, professional approach. Secondly, ensure CONTRACTING SOLUTIONS knows you are looking for work. When you finish a contract, let us know when you will be available for work the following day. Stay in touch.

3. ACCEPTING WORK

Our system is based on the principles of contract offer and acceptance. You have the right to accept or decline any work offered to you. But when you accept a contract, there is a contractual obligation for you to fulfil the requirements of that position.

4. ATTENDANCE

If you have accepted work through CONTRACTING SOLUTIONS and for any reason you are unable to attend, it is essential that you call and advise us of the problem as soon as possible. Your prompt notification will enable us to inform the client and send a replacement, which keeps the client satisfied. Remember - by not phoning in, you may be making a CONTRACTING SOLUTIONS client dissatisfied and possibly putting another CONTRACTING SOLUTIONS contractor out of work. Stay in touch.

5. INVOICING AND PAYMENT

The working week runs from Monday to Sunday. You must advise CONTRACTING SOLUTIONS by telephone, fax or email of your weekly work details by 6.30pm on Tuesday (or 10 am on Wednesday if you are working late on Tuesday). Without advice of your hours, you will not be paid until the following pay period. Funds are paid by electronic banking into your account and will be available on Friday mornings. If you have any queries, please contact our Operations Centre.

Phone: 1300 857 722

Fax: 1300 857 733

Email: payments@raykon.com.au

We will require the following information:

- Your name and address
- The client's name and site or job address;
- Your contracted position;
- The days worked;
- The hours worked or units produced per day;
- Any allowances, deductions or extras applicable.

We are unable to pay cash or cash cheques under any circumstances. It is essential that you have a bank account to receive payment. With your permission, we can arrange for the client where you are working, to lodge your work details on your behalf.

6. DIARY PROCEDURES

A diary to record your daily work details is not only a basic requirement, it is an essential tool to effectively administer your business. Use this work diary to record details of your work hours and keep track of your business expenses.

7. ATTIRE

Every contractor is required to be appropriately dressed for the circumstances in which they are working. You must supply all relevant work wear, which is expected to be neat, clean and tidy at all times. You will be informed of any special requirements.

8. EQUIPMENT

Each individual contractor is required to provide a standard set of equipment considered necessary to perform their profession or trade. Consult CONTRACTING SOLUTIONS if you require further details.

9. MINIMUM HIRE CHARGES

The minimum hire rates are designed to protect the profitability of a CONTRACTING SOLUTIONS contractor, for example, traveling one hour to conduct one hour's work. For this reason, we will ensure a reasonable minimum is paid.

The minimum is not applicable where:

- (a) Special arrangements have been decided by mutual consent;
- (b) The contractor chooses to leave the site early;
- (c) The contractor is dismissed due to client dissatisfaction (hours worked will be paid); or
- (d) The contractor is late getting to work.

Where one of our contractors is working on an agreed unit rate, we will ensure a legal minimum is applied.

10. CLIENT DIFFICULTY PROCEDURES

Please inform us if you have any difficulties or problems on site, for example, personality clashes with client personnel or other contractors, unsafe work practices, etc. Stay within the vicinity of the client's business, phone CONTRACTING SOLUTIONS, and we will do everything possible to rectify the problem quickly and effectively.

CONTRACTING SOLUTIONS is here to assist you and the client to achieve a quality working relationship wherever this can be achieved.

11. HEALTH AND SAFETY

Your health and safety at a client's business is vitally important. As an independent contractor, you are primarily responsible for your own safety on site. This does not mean you are expected to work in unsafe conditions.

If, at any stage, you are concerned with a particular aspect of health or safety, report the problem to the client immediately. If the client does not take any action, call CONTRACTING SOLUTIONS and we will be able to help. For more detailed information, please refer to the comprehensive briefing sheets on Occupational Health & Safety and Hygiene Issues included in this booklet.

12. PUBLIC LIABILITY INSURANCE

It is essential that you have Public Liability insurance as part of your contract with us. If you are already covered with insurance for this risk, you must provide proof of cover before accepting a position. If you do not have current cover, CONTRACTING SOLUTIONS will arrange it for you at low rates and deduct the fees from your payments as you work.

Public Liability insurance is a high priority for contract workers on location as it protects you against the costs of legal proceedings and damages following an industrial accident or mishap in which a third party (e.g. a passer-by) is injured. We understand Public Liability insurance cover is fairly costly so we have arranged a blanket policy which carries a total cover of \$20 million per independent contractor (QLD security industry cover is \$10 million), at a minimal cost to you.

Important Note: CONTRACTING SOLUTIONS blanket policy will only cover you whilst working through CONTRACTING SOLUTIONS and if there is ever a claim, an excess only applies if negligence can be proven. This policy does not cover motor vehicle accidents that you may be involved in whilst using a motor vehicle provided to you by the workplace.

PUBLIC AND PRODUCT LIABILITY INFORMATION

For a copy of Contracting Solutions blanket policy, please contact our office on 1300 857 722 or email support@raykon.com.au to request a copy:

- \$20 million limit of liability (QLD security industry is \$10 million limit of liability).
- Personal Injury and Property Damage Cover whilst working through the agency.
- For policy excess, please refer to the policy document.
- Contractors 1% of Gross remuneration deducted from your payment.

13. WORKERS' COMPENSATION (WorkCover)

Under legislation in most states, ODCO contractors are included in the Workcover system. This means in the case of a workplace injury you will need to comply with all legal requirements to ensure you continue to receive payments and medical support. You will be advised if this is not the case.

WorkCover does not apply to injuries sustained outside of work, but if you wish to be covered we can assist with additional insurances.

Please refer to page 9 for more Workers Compensation information.

14. OTHER INSURANCES

Under Workers' Compensation Acts in some states, contractors are excluded from WorkCover. In other states, contractors that are entities may also be excluded (as the entity may be required to have a policy). In these cases it is very important that you have adequate Income Protection or Sickness and Accident Insurance. If you do not already have this type of insurance, we can arrange the cover at competitive rates and deduct the premium from your net (after tax) pay.

This way, you pay the premiums and can claim them as a tax deduction. This type of policy will generally be a '24/7' cover, meaning it covers you for illness and injury whether it occurs whilst at work or not. You should understand the conditions and any excess rules applicable to your insurance policy. You should also consider whether you have adequate private health insurance and ambulance cover.

Some professions may also require contractors to have Professional Indemnity insurance. The agency can arrange this in the same way as the Income Protection insurance.

15. TAXATION AND LABOUR HIRE

This information is not to be taken as tax advice – we are advising you of our responsibilities to comply with the ATO requirements. You must be aware of your status as a self-employed independent contractor working through a licensed ODCO agency. We are required to comply with the Labour Hire provisions under the New Tax System which commenced 1 July 2000. These provisions regarding withholding of PAYG tax may be different to other or previous arrangements. We strongly recommend you seek the services of a reputable and experienced accountant or tax agent for advice, preparation and lodgement of Income Tax returns.

16. WITHHOLDING TAX AND INDIVIDUAL CONTRACTORS

All individuals, regardless of whether you have a registered Business Name and/or an ABN, working under labour hire arrangements will have income tax withheld under PAYG.

Under a special arrangement with the Australian Taxation Office (ATO), you can have your contractor remuneration taxed at a flat rate or as shown in the PAYG tax tables. If you choose the flat rate of tax, the minimum that can be applied without a valid variation is 20% or 25% as prescribed under the Class Variation held by ODCO. This rate may be reviewed and increased at any time to ensure you meet your tax obligations. If you wish to have a higher flat rate deducted, you will need to complete a Withholding Declaration – Upwards Variation. If you wish to vary your tax at any time, you must confirm it in writing.

If you did not provide your tax file number (TFN) at registration, you must do so within 28 days otherwise we are obliged to deduct tax at the current maximum rate of 46.5%.

17. WITHHOLDING TAX AND ENTITIES

We are not required to withhold PAYG tax for structured entities (companies, partnerships or trusts), unless they do not provide a valid ABN. If your entity is also registered for GST we will include that in your rate. You will be required to provide evidence of your status. Entities do not need to complete a TFN declaration. Remember: No ABN = 46.5% tax.

Proper consultation with your accountant or tax advisor will ensure you maximise your allowable deductions and meet your tax obligations without an undue financial burden at the end of the financial year.

18. GST AND LABOUR HIRE ARRANGEMENTS

Individual contractors and sole traders do not include GST in the rate charged (the pay rate) to the agency, as we are required to withhold PAYG (see section 16 above). You may have an ABN and be registered for GST for your other business income.

Entities with an ABN and GST registration will include GST in the rate. These entities are responsible for reporting to the ATO for GST and PAYG instalments when they complete their Business Activity Statements (BAS).

19. SUPERANNUATION

CONTRACTING SOLUTIONS independent contractors who are individuals or sole traders will have superannuation contributions paid pursuant to the provisions of the Superannuation Guarantee Administration Act (1992) (SGAA). The required statutory component for superannuation (currently 9%) will be paid by CS to your nominated complying superannuation fund. You may also make additional pre-tax (salary sacrifice) contributions or personal (after-tax) contributions to the fund of your choice.

If you do not provide us with details of your preferred superannuation fund, we will pay the contributions to our default fund, the CS Super Plan through MLC Super Fund. For more information about our Super Plan, please contact our Operations Centre.

We cannot make superannuation contributions for CS independent contractors working through an entity; the entity is responsible for such arrangements.

CONTRACTING SOLUTIONS cannot give you advice on superannuation matters and recommends you seek individual advice from a financial planner or your accountant.

20. UNIONS ON SITE (FOR UNION MEMBERS ONLY)

- If you are a member of a union, you should remember that union officials are your elected representatives and are there to protect you and your rights.
- A union representative should display or provide appropriate identification.
- As a paid official, when a vote has been taken, they must follow the instructions of the majority of union members on site.
- Remember that any action taken without a vote may be illegal.
- You are the union member, so you are entitled to tell him/her what you want.
- An important fact to bear in mind is that unions are there to protect you (the union member) and your rights. If at any time you feel a union representative is not acting in your best interests, call us immediately. We will be able to help.

21. SEXUAL DISCRIMINATION, RACIAL DISCRIMINATION, EQUAL OPPORTUNITY

There are important differences between being a CONTRACTING SOLUTIONS contractor and an employee where they relate to sexual, racial and other discrimination and equal opportunity. This section explains those important differences and your responsibilities.

As CONTRACTING SOLUTIONS is an agency supplying independent contractors under the principles of the ODCO Judgements, the agency does not control:

- You;
- The businesses where you may work;
- The employees of the businesses where you may work;
- Other contractors.

We administer daily labour contracts and cannot and will not knowingly be involved in situations where the law is breached.

CONTRACTING SOLUTIONS will not and cannot:

- Offer you work if you commit an act of discrimination or harassment;
- Retain as a client any business that engages, condones or allows continuing acts of discrimination or harassment of any sort.

We are an equal opportunity operator where selection of people for offers of work is based purely on:

- Your performance as a contractor;
- Your availability;
- Your skills suitability for the work available.

CONTRACTING SOLUTIONS has large numbers of people working who are from diverse cultural, ethnic, religious and other backgrounds.

22. YOUR ACTIONS AS AN AGENCY CONTRACTOR

As an ODCO contractor, you have legal rights and responsibilities which you must exercise.

You have a legal:

- Right to accept or reject the daily offer of work when/if it is made; and
- Responsibility to not commit any act of discrimination or harassment.

If you discriminate or harass, you can and may be held personally liable to pay compensation.

What you should do if you feel harassment or discrimination:

CONTRACTING SOLUTIONS is uniquely placed. We have a contractual relationship with both you and the client (where you are working) to discuss these issues and help resolve them.

You should

1. Ask the person/s committing the act to stop.
2. Inform the supervisor where you are working of the situation.
3. Contact CONTRACTING SOLUTIONS to inform us of the situation.
4. If you feel uncomfortable, ask a fellow worker or friend to report on your behalf.

CONTRACTING SOLUTIONS will act on your enquiry or report and will conduct an immediate investigation and will take appropriate action. We will be sensitive to the enquiry and to the situation.

Your failure to take these steps puts you at risk of being subject to continued harassment or discrimination by the individual/s responsible. Do not take that risk.

23. GENERAL OCCUPATIONAL HEALTH AND SAFETY AND HYGIENE ISSUES

Your health and safety at a client's business is vitally important. As an independent contractor, you are primarily responsible for your own safety on site. This does not mean you are expected to work in unsafe conditions. CONTRACTING SOLUTIONS wants you to work in a safe manner and to ensure you are working at safe sites. Just as you must be aware of accident possibilities on the roads, you must take care so the same applies when you are at work.

As a contractor, you have responsibilities not to do anything which may cause injury to yourself or others. You could be held personally liable for injury caused through your negligent actions.

This briefing cannot cover all possibilities and you should contact CONTRACTING SOLUTIONS if you have concerns. You have a responsibility to be alert and thinking at all times. Ask questions when in doubt. Even if asked, do not do anything which you feel is unsafe.

1. SAFETY EQUIPMENT

- Every site will have specific safety equipment.
- You must find out where the equipment is located and how to use it if you are to be authorised to use safety equipment. Ask the site manager.
- Expect to receive information and a briefing specific to each site where you are working. If there are any problems, talk to CONTRACTING SOLUTIONS.

2. PROTECTIVE CLOTHING

- You must wear protective clothing as required at each site where you work.

3. FOOTWEAR

- In general, comfortable, strong footwear which covers the entire foot must be worn. Sandals, soft shoes, open toe shoes, open weave shoes or high heel shoes are unsuitable and must not be worn.
- In designated areas, steel capped safety shoes must be worn. You must check before working whether safety shoes are required. You must not go into areas where safety shoes are required if you are not wearing them.

4. EAR AND EYE PROTECTION

- Many work sites have levels of noise and circumstances which could cause ear or eye injury. If you are working in such areas, ensure you have adequate ear and eye protection as required.
- If it is not a requirement, but you wish to use ear or eye protection, ask at the site.
- If you have any problems being given ear or eye protection, talk to CONTRACTING SOLUTIONS.

5. CARE AROUND MACHINERY

- All machinery can be dangerous.
- You must take great care if near and around machinery. If you are required to use machines in your work, you must make sure you have been fully instructed on safety issues. Ask the site manager.
- Always concentrate and be alert. Even the simplest machines can cause major injuries.
- If you have any problems talk to CONTRACTING SOLUTIONS.

6. ALCOHOL AND ILLEGAL DRUGS

- Consuming alcohol or using illegal drugs while working at any site is strictly prohibited. Being under the influence of alcohol or illegal drugs while working is also strictly prohibited.
- This rule must be strictly adhered to.
- You will be held personally liable for any injuries or problems caused while you are under the influence of alcohol or illegal drugs.

7. PRESCRIPTION DRUGS

- If you are required to use prescription drugs while working, it is your responsibility to check with your doctor concerning any possible side effects.
- If there are possible effects, which could affect safety, you must inform and discuss this with CONTRACTING SOLUTIONS and the site managers.
- The intention is to help and ensure you and other workers are safe.

8. MEDICAL CONDITIONS

- If you have a medical condition which does not prevent you from working but which could pose a safety issue, e.g. epilepsy, you have a responsibility to bring this to the attention of the site managers and CONTRACTING SOLUTIONS.
- The intention is to ensure the client business is aware of and can ensure that support procedures are in place to assist if needed.
- You are required under the Workcover Act and under the Personal Accident & Sickness Insurance Cover (if you have it) to declare in writing pre-existing injuries and/or illnesses. If you do not declare them you may not be allowed to make a claim.

9. REPORTING OF INJURY

- All injuries, no matter how small, must be reported to the worksite manager immediately.
- The site manager has a legal responsibility to keep a register of injuries.
- As a contractor you must report any injuries to CONTRACTING SOLUTIONS and to the site manager.
- Failure to report an injury may stop or delay a claim for compensation.

10. PRACTICAL JOKES AND HORSEPLAY

- These are strictly forbidden.

11. SMOKING

- You can normally expect that all work sites prohibit smoking. Some may provide a smoker's area. Ensure you are aware of and comply with the policy in each workplace.

12. MANUAL HANDLING

- Always warm up and stretch before you start work, this will often help to prevent any injury.
- Note: Detailed manual handling procedures are conducted as an additional briefing using material sourced from insurers and medical authorities.

WORKERS COMPENSATION

INJURY MANAGEMENT POLICY, OBJECTIVES & PROCEDURES

POLICY

The policy of Contracting Solutions is to ensure all workers who have sustained a workplace injury, illness or disability, are provided with injury/claims management and vocational rehabilitation services to ensure recovery to their best potential.

OBJECTIVES

- To construct an organised approach to the workplace based on management services for all workers who have undergone a workplace injury, illness or disability.
- To ensure when a workplace injury, illness or disability occurs that the knowledge of all workers is paramount to return to the same or similar duties as soon as possible.
- To establish an injury management system where the standard procedure is from the date of loss, a speedy return to work process begins as early as possible along with matching claims management procedures.
- To provide a dedicated Injury Management Officer who will be the contact for claims and rehabilitation management of workers compensation related issues.

INJURY MANAGEMENT POLICY

1. Injury Management Coordinator

Contracting Solutions is responsible for the implementation of the procedures and policies of the injury management process.

2. Implementation of the Injury Management Procedures & Policies

Due to an accident relating to a workplace injury, illness or disability the injury management process will commence immediately given there is no evidence of immediate return to work.

- 2.1 All work related injuries, illness's or disabilities are to be reviewed by the Injury Management Coordinator.
- 2.2 Where there is time lost, the treating doctor will be contacted to discuss light/restricted duties immediately.
- 2.3 When necessary, a referral to a vocation rehabilitation provider will be determined. This is to be discussed between the treating medical practitioners, the worker and CS.
- 2.4 Contracting Solutions recommends that workers should select their own vocational rehabilitation provider.

3. Return to Work Programs

Return to work programs are set up in conjunction with the treating doctors' restrictions while ensuring the workers needs are also met.

- 3.1 Return to Work Procedures
 - 3.1.1 A vocational rehabilitation provider may be recommended, this must be discussed with the treating doctor and injured worker. This is to establish a return to work process and determine whether or not light/restricted duties are possible.
 - 3.1.2 A referral to a Specialist Doctor may be recommended also. Again this must be discussed with the treating doctor and injured worker. Our Insurer can be nominated to act on behalf of CS to initiate the referrals.
- 3.2 Alternative and Selected Duties. Contracting Solutions will endeavor to provide restricted or light duties at the earliest time possible. Change of hours/duties may vary depending on the workers situation.
 - 3.2.1 Alternative Duties are not to continue on an unlimited basis. The worker is to return to full duties when feasible at the earliest time frame possible.
- 3.3 Structured Return to Work Programs.
 - 3.3.1 Contracting Solutions are in a unique position to offer a gradual return to work program, alternative duties and/or light duties.

CS are able to utilize the varied work situations offered by our clients in diverse industries such as telemarketing, hospitality and security for example. CS are able to quickly facilitate a rehabilitation work placement that will best suit the particular individual and injury.

- 3.3.2 There are a number of criteria to consider before arranging a graduated return to work, alternative duties and/or light duties.
- a) The goals for the independent contractor, this is to be discussed with the worker and doctors.
 - b) Suitable alternate duties
 - c) Time lines for monitoring the progress to ensure all duties are being upgraded (if this is possible) eg: upgrading of duties and hours, medical reviews, etc.
 - d) If the independent contractor is given tasks other than his/her usual duties, or requested to participate in a restructured return to work program with another client, appropriate training will be provided where required.
 - e) Document all reviews etc and ensure all parties receive copies.
 - f) Ensure all parties clearly understand their responsibilities.

4. Evaluation

Ensure all parties evaluate their position on a regular basis and evaluate whether or not the effectiveness of the injury management service is working. Always provide feedback.

5. Contact and Correspondence

From date of loss, Contracting Solutions is to contact the injured Independent Contractor to maintain the relationship and assist the worker where possible with their recovery. If restricted/light duties are undertaken, the supervisor from that site is to monitor the worker for any difficulties they are having with the specified restrictions.

6. Confidentiality

Ensure all records relating to Workers Compensation claimants are kept strictly confidential.

7. Statement of Commitment

This Injury Management Policy is a written commitment by management to the welfare of its Independent Contractors.



PO Box 135, 90 Goodwood Parade Burswood WA 6100

T: 1300 857 722 | F: 1300 857 733 | E: support@raykon.com.au