

AGREEMENT - CLIENT

THIS AGREEMENT is made between PHARM-A-TEMP PTY LTD (ACN: 075 737 352) the registered office of which is situated at 100 Sackville Street, Kew in the State of Victoria (hereinafter called "**the Supplier**" which expression shall where the context so admits mean and include its transferees and permitted assigns) of the first part and the party named and described as "**the Client**" in the Schedule hereto (hereinafter called "**the Client**" which expression shall where the context so admits if the client is an individual or individuals mean and include his or their respective heirs executors and administrators and assigns or if the client is a company its transferees and permitted assigns) of the second part.

WHEREAS:

- A. The supplier conducts a business of locating and providing relieving pharmacists for pharmacies.
- B. The client has requested the supplier to provide a relieving pharmacist for the business described in the said Schedule as "**the business**" (hereinafter called "**the business**") on the terms and conditions more particularly herein set out.

NOW THIS AGREEMENT WITNESSETH:

1. The supplier will locate and introduce to the client a qualified pharmacist accredited by the supplier as a reliever tenens described in the said Schedule and hereinafter as "**the relieving pharmacist**".
2. The client agrees to employ the relieving pharmacist for the period set out in the said Schedule as "the term of employment" (hereinafter called "the term").
3. During the term the client will pay the salary described in the Schedule (hereinafter called "the salary") to the relieving pharmacist and will pay any group tax in respect thereof.
4. It is specifically agreed and declared between the parties that the client will be the employer of the relieving pharmacist and will be responsible to comply with all legal requirements imposed upon an employer of a reliever tenens and that the supplier shall in no way be considered to be an employer of the relieving pharmacist. Subject only to the payment of the salary and compliance with all requirements imposed by law on an employer as a aforesaid the client may negotiate such terms and conditions as may be mutually agreed between the client and the relieving pharmacist PROVIDED HOWEVER that such terms and conditions shall not breach any relevant industrial award.
5. The client shall pay to the supplier a fee for the provision of the relieving pharmacist being the fee described in the said Schedule and hereafter as the "fee" which fee shall be payable as follows:
 - (a) the fee will be charged on the last day of the month of the placement term and will be payable within thirty days of invoice date; and
 - (b) if the payment is not received within 30 days an additional late fee will be payable.
6. The supplier does not accept responsibility and is not liable for any information or representation provided to the client in respect of the relieving pharmacist neither does the supplier give or accept responsibility for any warranty concerning the history character age qualification capabilities or suitability of the relieving pharmacist for the position.
7. The client agrees to indemnify the supplier and continue to keep the supplier indemnified against any loss or damage (including legal costs and expenses) or liability suffered by the client its customers employees of clients where such loss or damage or liability was caused by any negligent wilful or unlawful act or omission of the relieving pharmacist.
8. The parties hereto agree that they shall not by virtue of this Contract or for any purpose by or be deemed to be employers partners or agents each of the other or as having any power or authority to bind or represent the other nor shall either party its employees agents subcontractors represent themselves as being employees partners agents or other or otherwise able to bind or represent the other.

- 9. The agreement constitutes the entire agreement between the parties and supersedes all communications negotiations arrangements and agreements whether oral or written between the parties in respect of the subject matter of this Contract.
- 10. No agreement or understanding varying or extending this contract shall be legally binding upon either party unless in writing and signed by both parties.
- 11. The client must not assign any of its rights or obligations under the agreement or subcontract the whole or any part thereof.
- 12. The client agrees to comply with the information privacy principals set out in any Privacy Act of the Commonwealth of Australia or the State of Victoria which concerns security use and disclosure of personal information in relation to the relieving pharmacist and will indemnify the supplier in respect of any loss liability or expense suffered or incurred by the supplier arising out of or in connection with a breach of the client's obligations of this clause.
- 13. In consideration of the supplier finding a relieving pharmacist to fill a position or positions as a relieving pharmacist with the client from time to time the client covenants and agrees not at any time within 6 months from the completion of any employment of a relieving pharmacist pursuant to this Agreement:
 - (a) To employ the relieving pharmacist as a casual or permanent employee; or
 - (b) To employ the relieving pharmacist as a casual or permanent employee at another pharmacy that has at least one of the same proprietors or licensed pharmacists as the client's pharmacy.

Unless such position has been arranged with the supplier and the client pays to the supplier a placement fee as set out in the Schedule hereto.

DATED the _____ day of _____, 201

The COMMON SEAL of PHARM-A-TEMP PTY LIMITED)
 was hereunto affixed in accordance with its Constitution)
 in the presence of:)

Director Director/Secretary

Full Name: Full Name:

Address: Address:

The COMMON SEAL of)
)
 was hereunto affixed in accordance with its Constitution)
 in the presence of:)

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SIGNED SEALED AND DELIVERED by the said)
)
 in the presence of:)

Witness