

This agreement is between the Candidate and **ONCALL Personnel & Management Services Pty Ltd** (ONCALL) as trustee for ONCALL Personnel Trust ABN 69 346 459 755 of Level 2, 660 Canterbury Road Surrey Hills 3127.

RECITALS:

1. The ONCALL NDIS JobReady Employment Pathway (NDIS JobReady) is designed to provide individuals with a passion to work with people with a disability; and who have no related experience or qualification in the sector, the opportunity to gain essential skills, experience and gainful employment.
2. It is a pre-condition to the offer of casual employment to the Candidate by ONCALL, that the Candidate:
 1. successfully completes the ONCALL NDIS JobReady Employment Pathway Course (The Course); and
 2. the Candidate commits to consistently make himself or herself available to work a minimum of 10 hours per week and actively pursue this expectation.
3. ONCALL Personnel & Management Services will make every effort to provide hours that meet the Candidate's advised availability.

IT IS AGREED BY THE PARTIES THAT:

1. It is a pre-condition to the Candidate's offer of casual employment with ONCALL that the Candidate:
 1. successfully completes The Course; and
 2. the Candidate commits to consistently make himself or herself available to work a minimum of 10 hours per week and actively pursue this expectation.
2. The Candidate acknowledges and agrees to the pre-conditions of this Agreement listed in clause 1 above.
3. ONCALL have contracted the ONCALL Training College Pty Ltd (Training College) ABN 16 129 869 227 to conduct The Course at Level 1, 670 Canterbury Road, Surrey Hills.
4. The Course consists of a four-day program providing an introduction to the tasks and skills required to pursue a career in the disability sector.
5. The Course itself does not provide a formal qualification except for a first aid qualification of "HLTAID003 Provide First Aid", a nationally recognised qualification valid for 3 years. Further details of The Course content are in the current Program Information Booklet.
6. **Full cost of The Course is \$880.00** (inclusive of GST). The Candidate has two payment options to choose from as follows:
 1. **Option 1 – One payment in of the amount of \$792.00 (Inc GST)**, representing the full course cost of \$880.00 less a 10% (\$88.00) discount.
 2. **Option 2 – Payment of a deposit of \$275.00** with the balance of **\$605.00** to be paid via weekly instalments of \$27.50, which will be deducted directly from the Candidate's salary over 22 instalments at which time the full cost of The Course in the amount of \$880.00 (Incl. GST) will be fully paid. If the Candidate disengages from ONCALL prior to the full amount due being paid in full or at 26 weeks (whichever occurs first) following the completion of The Course, where there remains an outstanding balance, such outstanding amount will be invoiced to the Candidate for payment within 30 days of the invoice. **Note:** No discount is available for the instalment payment option, and Candidates must be employed and working at ONCALL.
7. If the Candidate defaults on any payment to ONCALL in relation to The Course, as listed in clause 6, ONCALL may, without prejudice to its rights:
 1. Deem payable immediately all sums payable to ONCALL including sums that were payable by the Candidate to ONCALL at a future date; and
 2. Reserve the right to charge the Candidate interest on any sum overdue for payment, at the prevailing rate in the Penalty Interest Rates Act (Vic) plus 2% until payment is received in full.

8. The Candidate agrees to commit the time and effort required to complete The Course and meet study and course participation responsibilities including any online activities to be completed after hours
9. The Candidate agrees to advise ONCALL of their availability to work a minimum of 10 hours per week and actively pursue this expectation.
10. The Candidate understands that to successfully complete The Course, they are required to complete all modules and pass assessments and/or competency evaluations at pre-determined stages.
11. The Course has four (4) primary components, each earning separate statements of attainment:
 1. HLTAID003 Provide First Aid
 2. Manual Handling in the Community Services Sector
 3. Administration of Medication in the Community Services Sector and;
 4. ONCALL NDIS JobReady Certificate of Attendance
12. The Candidate will be awarded statement of attainments by the Training College when the following conditions are met:
 1. the Training College assesses that The Course has been successfully completed; and
 2. the costs of The Course have been paid in full.
13. **Cancellations:** A cancellation occurs when a Candidate having paid monies to secure a place, does not proceed with The Course and wishes to withdraw. The Candidate must notify ONCALL Personnel & Management Services of their inability to commence The Course. Cancellation Fees will apply as shown below. Failure to provide notice of inability to attend on the Start Date, may result in the forfeiture of deposit monies. Special or extenuating circumstances may be taken into consideration and a full refund of deposit provided at ONCALL's absolute discretion. Any such application must be in writing with supporting documentation provided, if requested, by ONCALL.
14. **Cancellation Fees** (Inc GST)
 1. Notification more than 5 days before Start Date: **\$55.00**
 2. Notification less than 5 days before Start Date: **\$137.50**
 3. No notification received and absent on Start Date: **\$275.00**
15. **Deferment:** A Candidate may change the date of commencement of The Course from the originally agreed Start Date, to a date in the future, subject to the following conditions:
 1. Written notice is given to ONCALL at least 5 days before the Start Date;
 2. A future date is agreed to by ONCALL, subject to availability of spaces;
 3. The Course must be commenced within 6 months of the original Start Date; and
 4. An administrative fee of \$55 including GST is paid, unless notice provided is given less than 5 days before the Start Date, in which case it will be treated as a cancellation and subject to clause 6, including fees payable.
16. With agreement from the Training College, a Candidate may suspend completion of The Course for a period of time to be re-started at a later date, subject to the following conditions:
 1. The point at which The Course is to be re-started at a future date is at the sole determination of the Training College;
 2. The date for The Course re-commencement will be subject to availability of spaces;
 3. The Course must be recommenced and completed within 6 months of the original Start Date;
 4. Discontinuation occurs when a Candidate does not complete The Course for the following reasons:
 - a. At the Training College's exclusive determination, the Candidate does not successfully meet assessment and/or competency evaluations at any stage during The Course, and therefore is unable to progress through to The Course completion; or
 - b. The Candidate decides to permanently withdraw from The Course at any time or for any reason.
17. If The Course is discontinued, the following charges will apply:
18. **Charges for Discontinuing The Course** (Inc GST)
 1. Day 1 (Start Day): \$275.00
 2. Day 2 (After Start Day): \$495.00
 3. Day 3 (After Start Day): \$715.00
 4. Day 4 (After Start Day): \$880.00

19. If for any reason whatsoever, the Training College determines that a scheduled course cannot commence on the date originally intended, the Candidate will have the option of selecting another date, subject to availability. If the Candidate decides not to proceed with The Course at another time due to the re-scheduling of The Course commencement by the Training College, a full refund of monies paid will be made by ONCALL.
20. This agreement shall be governed in all respects by the laws of the State of Victoria. The parties to this agreement irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria.
21. ONCALL will not be responsible for any damage, loss or liability the Candidate or any third party may suffer, unless it was caused by ONCALL's negligence. ONCALL disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by ONCALL and its employees or otherwise.
22. ONCALL's failure to enforce any part of this agreement shall not be construed as a waiver of any of ONCALL's rights.
23. If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from the agreement, without affecting the enforceability of the remaining terms.
24. A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.
25. This agreement may be executed in any number of counterparts and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.