



Schedule 6 – Order for Service: **Labour Hire Services**

This Schedule 6 provides an Order Template for the provision of Services to an Entity, as detailed in clause 11.3 of the Head Agreement.

It will not be mandatory that Entities use this Order for Services Template to Order Services from Service Providers. **Use of the template is encouraged to ensure standardisation and consistency.**

Drafting notes are highlighted. Yellow highlights would generally be filled out by the Entity, blue by the Service Provider.

This Order is issued under clause 11.3 of the Head Agreement for People Panel (Phase 2) Standing Offer Notice (SON3965020) between the Service Provider and the Department of Finance for the provision of Labour Hire Services to the Australian Government.

Item	Order for Service	
	Service Provider's Details	
1.	Service Provider's Name: 1 AND ONE PTY LTD Service Provider's Address: Level 1, 18 National Circuit, Barton, ACT Service Provider's ABN: 13 637 567 947 Sent via: ss 22 and 47F Service Provider's Representative: Name: ss 22 and 47F Position: Chief Executive Officer Address: 44 Constitution Avenue, Canberra, ACT Email: ss 22 and 47F Contact number: ss 22 and 47F	
	Entity's Details	
2.	Entity	The Federal Court of Australia (being the non-corporate Commonwealth entity listed in paragraph 18ZB(b) of the Federal Court of Australia Act 1976 (Cth))
3.	Entity ABN	ABN 49 110 847 399
4.	Order Number	PA-2025-0001



Item	Order for Service				
5.	Entity Representative	Name: Hasan Suleiman Position: Director, People Data Assurance & Payroll Address: 305 William Street, Melbourne VIC 3000 Email: ss 22 and 47F Contact number: ss 22 and 47F			
6.	Cost Centre	602-6050			
7.	AusTender Reporting: UNSPSC Category	80111600 - Temporary Personnel Services			
Order Details					
8.	Order Commencement Date	Monday 15 July 2024			
9.	Order Term	Friday 17 January 2025			
10.	Options to extend	The Entity may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to 12 months, on the same terms and conditions of this Order, by giving at least 10 business days written notice to the Service Provider, prior to end of the Initial Term of this Order (Extension Period/s).			
11.	Transition Out Period and requirement for transition out plan (clause 17 of Schedule 2 (Labour Hire Services))	N/A			
Engagement Type					
12.	Placement Service	N/A			
13.	Introduction Services	N/A			
14.	Labour Hire Worker Fees – calculation of Contract Price	<table border="1" style="width: 100%; background-color: #e0f2f1;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;">Entity to complete</td> <td style="width: 33%;"></td> </tr> </table>		Entity to complete	
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Item	Order for Service		
	14.1	APS equivalent classification	EL1
	14.2	Referred or Non-referred Labour Hire Worker	Non-referred
	14.3	Pay scales	
	14.4	Service Category	Corporate Services
	14.5	Job Family	Human Resources
	14.6	Job Role	Payroll and Systems Specialist
	14.7	Security Clearance Requirements <small>(clause 4.1 of Schedule 2 (Labour Hire Services))</small>	No security clearance required
	14.8	Number of hours per week	40
	14.9	Number of weeks required	27
		Service Provider to complete	\$ per hour
	14.10	Hourly amount paid to Labour Hire Worker <small>(before tax, excluding compulsory superannuation contribution)</small>	\$ 47
	14.11	Casual Loading (if applicable)	
	14.12	Agreed Base Salary - subtotal	
	14.13	Workers compensation insurance	
	14.14	Payroll tax	
	14.15	Other statutory charges (specify what these are, if any)	
	14.16	Compulsory superannuation contribution	
	14.17	Employment Oncosts - subtotal	



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		<table border="1"> <tr> <td data-bbox="446 331 534 481">14.18</td> <td data-bbox="534 331 989 481"> Agreed Hourly Rate (Agreed Base Salary plus Employment Oncosts) - subtotal </td> </tr> <tr> <td data-bbox="446 481 534 817">14.19</td> <td data-bbox="534 481 989 817"> Gross Profit Margin (Fixed price fee, exclusive of GST, based on Referred or Non-Referred Gross Profit Margin as applicable for the relevant Labour Hire Worker) <u>This must be expressed in this row as a GST exclusive amount</u> </td> </tr> <tr> <td data-bbox="446 817 534 1209">14.20</td> <td data-bbox="534 817 989 1209"> Contract Price (hourly amount, exclusive GST) Note that for any Hours Worked that are included as a result of the relevant Labour Hire Worker taking paid family and domestic violence leave in accordance with the Fair Work Act 2009 (Cth), no Gross Profit Margin is included in the Contract Price. </td> </tr> <tr> <td data-bbox="446 1209 534 1288">14.21</td> <td data-bbox="534 1209 989 1288"> GST </td> </tr> <tr> <td data-bbox="446 1288 534 1400">14.22</td> <td data-bbox="534 1288 989 1400"> Contract Price (hourly amount, inclusive GST) </td> </tr> <tr> <td data-bbox="446 1400 534 1568">14.23</td> <td data-bbox="534 1400 989 1568"> Other employment costs (by negotiation specified as a fixed price, inclusive of GST) </td> </tr> </table>	14.18	Agreed Hourly Rate (Agreed Base Salary plus Employment Oncosts) - subtotal	14.19	Gross Profit Margin (Fixed price fee, exclusive of GST, based on Referred or Non-Referred Gross Profit Margin as applicable for the relevant Labour Hire Worker) <u>This must be expressed in this row as a GST exclusive amount</u>	14.20	Contract Price (hourly amount, exclusive GST) Note that for any Hours Worked that are included as a result of the relevant Labour Hire Worker taking paid family and domestic violence leave in accordance with the Fair Work Act 2009 (Cth), no Gross Profit Margin is included in the Contract Price.	14.21	GST	14.22	Contract Price (hourly amount, inclusive GST)	14.23	Other employment costs (by negotiation specified as a fixed price, inclusive of GST)	S 47
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15.	Bulk Engagements (clause 6 of Schedule 2 (Labour Hire Services))	N/A													



Item	Order for Service													
16.	Total Fees Payable under this Order	129 days @ 8hrs per day = \$115,292.30 EX GST / \$126,821.53 INC GST												
Details of the Labour Hire Worker(s)														
17.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #a0c0e0;"> <th style="width: 25%;">Name</th> <th style="width: 25%;">Unique Identifier from the Panel Administration System*</th> <th style="width: 25%;">Position Title</th> <th style="width: 25%;">Position Description</th> </tr> </thead> <tbody> <tr> <td>Mustafa Omerovic</td> <td>N/A</td> <td>Payroll System Specialist</td> <td>As per proposal</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name	Unique Identifier from the Panel Administration System*	Position Title	Position Description	Mustafa Omerovic	N/A	Payroll System Specialist	As per proposal				
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Statement of Work														
18.	Statement of Work	Please see proposal												
19.	Deliverables	As directed by FCA												
20.	Subcontractors <small>(clause 22.1 of Schedule 2 (Labour Hire Services))</small>	N/A												
21.	Location	Remote												



Item	Order for Service																	
22.	Governance Meetings (clause 3.2 of Schedule 2 (Labour Hire Services))	Monthly, or as requested by FCA																
23.	Payment Terms	20 calendar days																
24.	Invoicing (clause 14.4.2 (e))	Please quote order number on invoice																
25.	Travel	N/A																
26.	Entity Material	N/A																
27.	Confidential Information	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Entity Confidential Information (for example)</th> <th style="width: 30%;">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Entity data</td> <td style="text-align: center;">Indefinitely</td> </tr> <tr> <td style="text-align: center;">Any Personal Information held by the Entity</td> <td style="text-align: center;">Indefinitely</td> </tr> <tr> <td style="text-align: center;">Security Classified Resources</td> <td style="text-align: center;">Indefinitely</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">The Service Provider's Confidential Information</th> <th style="width: 30%;">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Entity Confidential Information (for example)	Period of Confidentiality	Entity data	Indefinitely	Any Personal Information held by the Entity	Indefinitely	Security Classified Resources	Indefinitely	The Service Provider's Confidential Information	Period of Confidentiality						
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Additional Requirements																		
28.	Medical Checks and Vaccinations (clause 27 of Schedule 2 (Labour Hire Services))	Not required																



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29.	<p>Overtime (clause 29 of Schedule 2 (Labour Hire Services))</p>	Not applicable
30.	<p>Work from Home or Flexible Work (clause 23.3 of Schedule 2 (Labour Hire Services))</p>	As per FCA flexible work policy
31.	<p>Intellectual Property (clause 20.1.1)</p>	No changes to the default position in clause Error! Reference source not found.
32.	<p>Personnel Requirements</p>	Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, Moral Rights, intellectual property and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring
33.	<p>Return of Confidential Information (clause 23.6.3)</p>	No changes to the default position in clause Error! Reference source not found.
34.	<p>Entity software system, platform or solution (clause 3.2 of Schedule 2 (Labour Hire Services))</p>	Specific software system, platform or solution is not required
35.	<p>Entity Data Storage Requirements</p>	N/A
36.	<p>Offshore access to and storage of Entity Material (clause 24.1.6(a))</p>	No changes to default position in clause Error! Reference source not found.
37.	<p>Security (clause 24.1.1)</p>	The Service Provider must comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers) in accordance with clause Error! Reference source not found.
38.	<p>Additional Requirements - Security (clause 24.1.2)</p>	No additional security requirements
39.	<p>Pre-engagement checks (clause 4.1 and 4.2 of</p>	No changes to the default position under clauses Error! Reference source not found. and Error! Reference source not found. of Error! Reference source not found. (Labour Hire Services)



Item	Order for Service	
	Schedule 2 (Labour Hire Services))	
40.	Drug or Alcohol Testing (clause 26.2 of Schedule 2 (Labour Hire Services))	No Drug or Alcohol Testing required
41.	Process for Engaging Labour Hire Workers (clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services))	No changes to the default position under clause Error! Reference source not found. and Error! Reference source not found. of Error! Reference source not found. (Labour Hire Services)
42.	Changes to Labour Hire Workers (clause 7.1 of Schedule 2 (Labour Hire Services))	No changes to the default position under clause Error! Reference source not found. of Error! Reference source not found. (Labour Hire Services)
43.	Other Employment Costs	No Other employment costs
44.	Liability (clause 19.1)	Limited to the greater amount of: (a) \$250,000 (b) An amount equal to three times the total amount paid or payable under the Contract
45.	Entity Insurance Requirements (clause 18.1.1 and clause 18.1.2)	No Additional Insurance Requirements



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46.	<p>Entity Service Levels (clause 8.2.1)</p>	<p>The Service Provider must comply with the following Entity Service Levels which are measured across all Orders the Entity has with the Service Provider, in accordance with clause 8.2.1.</p> <table border="1" data-bbox="456 439 1407 965"> <thead> <tr> <th data-bbox="456 439 667 528">Service Level</th> <th data-bbox="667 439 1083 528">Performance Measures</th> <th data-bbox="1083 439 1407 528">Calculation Method</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 528 667 707"><u>Labour Hire Worker Suitability</u></td> <td data-bbox="667 528 1083 707">80% of Labour Hire Workers nominated by the Service Provider are rated by the Entity Hiring Manager as suitable for the role and engagement.</td> <td data-bbox="1083 528 1407 707">As determined over 3 month period by the Entity acting reasonably.</td> </tr> <tr> <td data-bbox="456 707 667 846"><u>Labour Hire Worker Retention</u></td> <td data-bbox="667 707 1083 846">90% of Labour Hire Workers complete the full term of their engagement for all accepted Contracts and Order Variations.</td> <td data-bbox="1083 707 1407 846">As determined over 3 month period by the Entity acting reasonably.</td> </tr> <tr> <td data-bbox="456 846 667 965"><u>Labour Hire Worker Performance</u></td> <td data-bbox="667 846 1083 965">95% of Labour Hire Workers are achieving the expected performance standards.</td> <td data-bbox="1083 846 1407 965">As determined over 3 month period by the Entity acting reasonably.</td> </tr> </tbody> </table>	Service Level	Performance Measures	Calculation Method	<u>Labour Hire Worker Suitability</u>	80% of Labour Hire Workers nominated by the Service Provider are rated by the Entity Hiring Manager as suitable for the role and engagement.	As determined over 3 month period by the Entity acting reasonably.	<u>Labour Hire Worker Retention</u>	90% of Labour Hire Workers complete the full term of their engagement for all accepted Contracts and Order Variations.	As determined over 3 month period by the Entity acting reasonably.	<u>Labour Hire Worker Performance</u>	95% of Labour Hire Workers are achieving the expected performance standards.	As determined over 3 month period by the Entity acting reasonably.
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47.	<p>Timesheets (clause 28.2 and 28.3 of Schedule 2 (Labour Hire Services))</p>	<p>No additional Timesheet form and substance requirements.</p> <p>No changes to the default position under clause Error! Reference source not found. of Error! Reference source not found. (Labour Hire Services)]</p>												
48.	<p>Knowledge Transfer (clause 22.1(e))</p>	<p>No additional Knowledge Transfer activities required</p>												
49.	<p>WHS Plan (clause 16.10.2)</p>	<p>No WHA Plan required</p>												
50.	<p>Reporting to Entity (clause 1.5 of Schedule 8 (Reporting))</p>	<p>No reports in respect of Labour Hire Workers required.</p>												
51.	<p>Governing Law and Jurisdiction (clause 35.6.1)</p>	<p>Australian Capital Territory (ACT).</p>												
52.	<p>Entity-specific policies (clause 16.1.1)</p>	<p>No additional Entity-Specific Policies.</p>												



Item	Order for Service	
53.	Other Additional Requirements	N/A
Commonwealth Policy Requirements		
54.	Shadow Economy Policy	N/A
55.	Indigenous Procurement Policy	N/A
56.	Australian Industry Participation Plan	N/A
Entity Information		
57.	Entity Address for Notices	<p>Physical Address: 5 Childers Street, Canberra, ACT 2601</p> <p>Postal Address: GPO Box 9991</p> <p>Email: ss 22 and 47F</p>
58.	Entity Address for Invoices	Invoices must be submitted to ss 22 and 47F
Service Provider Information		
59.	Service Provider Address for Notices	<p>Physical Address: Level 1, 18 National Circuit, Barton ACT, 2600</p> <p>Postal Address: As Above</p> <p>Email: ss 22 and 47F</p>



Signed for and on behalf of Commonwealth of
Australia
as represented by the Federal Court of
Australia ABN 49 110 847 399

Jane Sandy

Name of authorised officer

Director People & Culture

Title of authorised officer

Date 28/11/2024

Signed for and on behalf of

ss 22 and 47F

Name of Service Provider's authorised
representative

CEO – 1 and One

Title of Service Provider's authorised
representative

03/07/2024

Date

ss 22 and 47F

Signature of authorised officer

ss 22 and 47F

Signature of Service Provider's authorised
representative