



## TDY Practitioner Agreement Form

This document is an agreement between you, the practitioner/trainer/professional presenter, and TDY. Team DynamicsYES! Pty. Ltd. (ABN: 28 114 565 918) ("TDY") on conditions of working as a sub-contract practitioner for TDY. This document must be read, signed and sent to us (only original copy by post will be accepted) by you, **prior** to you being offered any work with TDY. By you sending us a signed copy of this form, we will know you agree to TDY's '**General Terms and Conditions**' laid out in this document.

### GENERAL TERMS & CONDITIONS

#### What we ask of you as an applicant:

- You must be able to meet the criteria asked of you in the 'Employment' section on our web site. You **must** be prepared to work a minimum of 30 minutes and a maximum of 10 hours per day/job.
- As a sub-contract practitioner/trainer/professional presenter, conducting your qualification-specified work provided to you by us, we require you to be professional at all times, as you are not only representing TDY, you are also representing yourself.
- The professionalism we require you to show is of the same level you would show your own clients, in your own practice.
- Courtesy and punctuality are a must with any work you perform for TDY. We do require you to arrive at least 5 minutes prior to your start time and you must be prepared to work up to an extra 10 minutes over the designated time if required. Given some of TDY's clientele are corporate based; this 'goodwill gesture' is sometimes required, due to the complexity of the corporate setting. You will not be paid for this 'extra' time, as we do not charge our clients for it. Please note that if/when the 'extra' time reaches 15 minutes, we do then start charging normal rates again and you will be paid for it. This does not mean you are to prolong the given session in an attempt to accrue extra work time. If this is found to be occurring, TDY will act accordingly and immediately dismiss the individual/s in question.
- TDY's uniform must be adhered to at all times on every job provided to you (TDY's uniform policy will be given to you prior to you beginning any work with TDY). Failure to abide by our uniform policy can result in immediate dismissal.
- As a sub-contract practitioner of TDY, you **must** be insured and be able to provide us with your insurance details and your ABN prior to receiving any work from us.
- You may be hired as either an employee or a sub-contractor of TDY. If you are hired as a sub-contractor of TDY, you will be **provided** work by us. We expect you to understand that that is your employment status – a "sub-contractor" and not an employee. As such sub-contractors and employees will not be entitled to the same conditions of pay.
- We ask you to remember that the work you are doing/client you are servicing is provided to you by TDY and as such is, and remains a client of TDY.
- By signing this document, you are in agreement with this and are in no way able to solicit any client given to you (as 'provided work' by TDY), or any of their associates – for private work requests whilst representing us. If this is found to be occurring, TDY will act accordingly and immediately dismiss the individual/s in question.
- You must have your own/or reasonable access to the necessary equipment for your qualification-specified work with TDY, i.e: Personal Trainers may need swiss balls, light portable weights, gym mats, etc, whilst Masseurs may need to supply massage tables, appropriate oils, towels, etc. We do strongly urge you to lease/purchase your own specific equipment.



**What we have to offer you:**

- Wherever possible, we will give you enough notice of available work. We generally require at least 1 weeks notice from clients for a booking and you will be contacted as soon as possible thereafter. We don't expect you to always be available for work and if unavailable, this will in no way effect the amount of work we offer you in future. We do however expect you to be available for work offered to you with an on-going client.
- You will wherever possible be provided with parking at or near your required site of work. If parking charges are incurred, they may be redeemable from the workplace you are servicing – if so we will take care of this for you.
- All organisation associated with your job on any given day will be undertaken by us. You need only arrive at the site, meet and greet your contact for the day who will show you where you will be placed, and begin working – in the manner previously discussed with you.
- Contractors are required to invoice TDY on a monthly basis – at the conclusion of each month. **Your** payment will be deposited electronically in your nominated account within a fortnightly of receiving your invoice.
- TDY is well regarded as offering its members (employees or sub-contractors) above average rates of pay.
- TDY also encourages its members to strive for a Team Leaders position. Team Leaders are those who have proved their loyalty and reliability to TDY and are well known for their skills and leadership qualities. Our Team Leaders are subsequently rewarded with incentives and higher rates of pay for their extra input during their selected jobs. Team Leaders – whilst sometimes being given slightly different work on a job - are given the equivalent of all other TDY members and sometimes more is expected from them.
- Standard working hours for TDY are classed as being from 5.30am to 10pm (Monday to Friday). After hours work – including from 10pm to 6am (Monday to Friday) and weekends – will also be involved in some jobs for TDY. It is completely your choice if you wish to work during the after hours times.

It should be noted that TDY keeps in regular contact with all of our clients. Any breach of these '**General Terms & Conditions**' set out in this document will lead to the cessation of all work you have booked with us at the time, and your name being permanently removed from our practitioner database.

I hereby agree to adhere to the '**General Terms & Conditions**' set out in this document by TDY, for the duration of our working relationship. I understand that I am representing TDY and agree to conduct myself professionally at all times. I understand that I am in no way bound by a contract and both TDY and I are free to terminate the working relationship at any time.

NAME: .....

SIGNITURE: .....

DATE: .....