



# terms of business

**select!** 1. adj Chosen for excellence picked, choice; (of society, &c.) exclusive, cautious in admitting members; 2. v.t. Pick out as best or most suitable.

# The Engagement of Permanent Staff

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The Terms and Conditions as set out below are applicable to Select Teleresources. Select Teleresources is a division of Randstad Pty Limited. The divisions of Randstad are Select Teleresources, Select Appointments, Select Accountancy, Select Industrial, Select Technical and Engineering, Clayton Ford, Tanner Menzies, Jarrah Consulting, GMS, Sapphire Technologies, The Rock Resourcing Group, TPA The Publicity Agency, Interim, Clinical One, MSSA Care Personnel, Twin Hills Nurses Agency and Capsecur.

1. In these Terms of Business "engagement" means employment or use in the following circumstances:
  - i) under an employment agreement, contract of service or for services;
  - ii) under an agency, licence, franchise or partnership; or
  - iii) in a joint venture agreement or arrangement.

2. You will accept these Terms of Business by interviewing a candidate introduced to you by Select Teleresources.

3. The fee payable by you to Select Teleresources for the introduction of a candidate who subsequently accepts an engagement is calculated as a percentage of the candidate's salary to be received during the first twelve (12) months. 'Salary' includes all payments, superannuation, bonuses, benefits in kind (including motor vehicle) and any other payment arising from the engagement. The Fee is still payable if the candidate is engaged in a position other than the one originally intended. No charge what so ever is made to the candidate. (GST will be charged wherever it applies).

An invoice will be raised and submitted for payment by you within seven (7) days of the invoice date, upon acceptance of your offer of employment by the candidate.

The recruitment process for part-time positions is identical to that of a full time position. Therefore the fee payable will be calculated according to the gross annual salary package based on full time employment.

4. You must notify Select Teleresources immediately you engage a candidate whom we have introduced. You must also inform us of the agreed salary details, including any bonus and benefits in kind.

5. Select Teleresources will make every reasonable effort to ensure that our candidates suit your requirements. It is up to you, however, to satisfy yourself as to the candidate's suitability.

Neither Select Teleresources nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

6. Select Teleresources does not guarantee that a candidate is available to accept any engagement.

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**7. Replacement Guarantee:**

Select Teleresources offer a replacement guarantee period of three (3) months from the commencement of the successful candidate's employment. If for any reason (other than redundancy/restructure, termination at your preference and not related to performance or any change in the original job specification provided to Select Teleresources at the time of the appointment) the employee ("original placement") should resign or be terminated for performance issues within the guarantee period or does not commence employment, Select Teleresources undertakes to provide a replacement candidate. The Select Teleresources replacement guarantee is only valid for one replacement; thereafter a full placement fee is applicable. The service fee that has been invoiced remains payable regardless of whether the candidate commences employment or not.

Your account will be credited with the original charges and a new invoice will be raised according to the salary of the replacement. A new guarantee will become effective from commencement date of the new employee. Credit to your account applies only to the replacement of permanent employees and can only be used for appointment of a permanent employee by Select Teleresources. The credit remains valid from the date of notification to Select Teleresources of the resignation or termination of employment. Should the credit not be utilised within 12 months for a replacement candidate, the credit becomes void and is rescinded. Select Teleresources temporary employees hired by the client must be paid for according to the Select Teleresources Engagement of Temporary Employees Terms and Conditions.

The replacement guarantee will not be valid or activated if we do not receive payment of the invoice for the original placement within seven (7) days of the invoice date. Accounts not settled within this period remain due and payable but the replacement guarantee does not apply.

Note: Select Teleresources does not provide a refund or partial reimbursement in place of a credit in any circumstances.

If within three (3) calendar months of the termination, your organisation, or any associated organisation, re-engages the candidate the full Fee will again become payable.

8. The introduction of a candidate by Select Teleresources is confidential. You must not, directly or indirectly, transfer a Select Teleresources candidate to any other person, firm or organisation where they are subsequently engaged in a permanent or temporary position. If this happens you will have to pay Select Teleresources the full Fee for the engagement.
9. As the Select Teleresources permanent employee is under your direct control, under no circumstances can Select Teleresources be liable for loss, damage or expense suffered or incurred by you or any other person, firm or Company from the introduction or subsequent engagement of a candidate.

10. You will not employ or seek to employ Select Teleresources members of staff. If you do engage a member of our staff within six (6) months of their leaving our employment then you will be liable to pay the full Fee just as if this member of staff had been introduced as a Select Teleresources candidate.

# The Engagement of Temporary Employees

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1. You will accept the Terms of Business by engaging a Temporary Employee ("Temporary") introduced to you by Select Teleresources.
2. You will pay Select Teleresources prevailing hourly rate or scale of charges advised at the time of the Temporary booking together with any other agreed incidental charges. You will also sign Select Teleresources Time Sheets to verify the numbers of hours worked. GST will be charged wherever it applies.
3. Select Teleresources will submit invoices for charges, and any other appropriate costs, on a weekly basis. The invoices are payable within seven (7) days of the invoice date.
4. Select Teleresources will be responsible for the payment of temporary payments to the Temporary and deduction and payment of all statutory contributions of Income Tax.
5. Select Teleresources is responsible for other required statutory contributions with respect to holiday pay and special leave. Select Teleresources is also responsible for the payment of the Accident Compensation Commission Levy.
6. Whilst Select Teleresources will obtain work permits or medical reports where applicable, Select Teleresources cannot be held responsible for the validity of such documents.
7. Every Select Teleresources Temporary provided to you is under your responsibility from the time they report to you to take up their duties, and throughout the booking. In this respect you will be responsible for all acts, errors or omissions on the part of the Temporary, whether wilful, negligent or otherwise, and as a result, neither Select Teleresources nor anyone acting on our behalf is liable for loss, expense or damage caused by any act or omission of the Temporary.

Furthermore, you will also comply with all statutes, bylaws and legal requirements affecting the Temporary, to which you are subject in respect of your own staff, apart from those specified in Condition 5 above.

When using a Select Teleresources Temporary you will indemnify Select Teleresources against any costs, claims and liabilities incurred by us arising from the booking apart from those matters specified in Condition 5.

8. Neither Select Teleresources nor anyone acting on our behalf accepts liability for any loss, expense, damage or delay from our failure to provide a Temporary for the whole or part of a booking.

# The Engagement of Temporary Employees

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9. You should inform us if you have any complaints regarding the conduct of a Temporary or of any other circumstances which affect the Temporary's ability to perform the assignment to your satisfaction.
10. If the services of the Temporary prove to be unsatisfactory to you we will cancel the charge for time worked by the Temporary provided they leave the assignment immediately and that you give us notice by telephone (followed by written confirmation sent the same day) within the time periods below:
  - a) Within eight (8) hours of the Temporary commencing duties where the booking was for more than eight (8) hours, and
  - b) Within four (4) hours where the booking was for eight (8) hours or less.
11.
  - a) If you directly engage a Temporary during the course of a booking with you or within six months of the completion of the booking then you must pay the full Fee (see Condition 3 and 4 for The Engagement of Permanent Staff).  
Similarly you will be liable to pay the full Fee if you in turn introduce the Temporary to another person, firm or organisation who subsequently engages them.
  - b) In the event that the salary cannot be accurately established the Fee will be 240 times the hourly rate at which the Temporary was last supplied to you.
  - c) Where a Temporary has converted to a Permanent position, Select Teleresources will not pay any rebate of the Fee should the engagement be subsequently terminated.
12. If you transfer a Contractor to another consultancy or agent, where that Contractor continues to be engaged by you on a temporary or permanent basis, you agree to the following terms. A transition period of 60 days must be provided. During the transition period the Contractor will continue to be paid by Select Teleresources. Once the 60 days has passed, only then can the Contractor be assigned to the new consultancy or agent. A one off release fee will be charged per person of \$2,000.
13. The client acknowledges that any provision of any relevant Award applicable to the Temporary shall be adhered to. Minimum bookings are for four (4) hours and a surcharge may apply to bookings not exceeding twelve (12) hours.

If overtime and penalty provisions apply under any relevant collective agreements they will be charged to the Client. It is the Client's responsibility to approve any overtime prior to the Temporary carrying out the overtime. Any questions regarding local union and labour laws should be discussed with Select Teleresources. If any relevant award or agreement in New Zealand provides for payment to the Temporary for public holidays, on agreement with the client, Select Teleresources retains the right to pass on charges to the client in relation to these awards or agreements.

# The Engagement of Temporary Employees

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14. Temporary Drivers are supplied on the sole understanding that you hold an Operators Licence under the relevant legislation in force at that time.

As far as possible Select Teleresources will check Drivers' references and examine driving licences and permits. You, however, must satisfy yourself and take direct responsibility for all statutory duties in respect of these driving licences and permits.

You will also be responsible for Drivers' hours and records, issuing and collecting tachograph cards, maintenance and safety of vehicles, Health and Safety regulations, and Road Traffic and liability insurances. Your insurances will include, but not be limited to, comprehensive insurance for the vehicle to be driven and its' contents.

Upon request you will permit our inspection of your Operators Licence and relevant policies of insurance. To assist you in complying with current legislation Select Teleresources will upon request provide information relating to previous Select Teleresources' driving assignments carried out by the Temporary in the seven days preceding a booking with yourselves.

- 15 a) All clients have a Duty of Care obligation to the Temporary under the Health and Safety in Employment Act, Regulations, Code of Practices and New Zealand Standards, as appropriate, to ensure:
- a) a safe workplace and compliance with safety standards;
  - b) a safe system of work and practices, including maintenance of plant and equipment;
  - c) adequate supervision and training;
  - d) the communication of safe work procedures for each of our Temporary's;
  - e) there is an induction to site and equipment, including amenities and evacuation procedures. A record of such training and induction shall be made to Select Teleresources on request;
  - f) provision of safety consumables where appropriate;
  - g) a process is in place for the elimination of hazards and controlling risks to health and safety.
- b) The client understands and agrees that a Temporary will not be transferred to another position without first advising Select Teleresources and gaining approval for such a change to occur.
- c) The client shall not permit the Temporary to use a different piece of plant / equipment to that originally specified by the client. This includes changing to another piece of plant / equipment that is of the same make / model or to a different type of plant / equipment.
- d) The client agrees to notify Select Teleresources of any changes to the workplace or tasks performed by the Temporary, prior to the change occurring.

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- e) The client shall take all practicable steps to ensure that no hazard that is or arises in the Temporary's place of work causes harm to the Temporary.
- f) The client shall not allow the Temporary to carry out work on a site or on equipment considered unsafe by any party, or where the Temporary does not have the appropriate qualifications or previous experience and has not received an induction or adequate training. A record of such training will be maintained and made available to Select Teleresources upon request.
- g) The client shall notify Select Teleresources of any injuries to the Temporary and notify the relevant Authority of any serious injuries.
- h) The client shall nominate a contact person with whom the Temporary may confer in the event of an incident, accident or near miss involving the Temporary.
- i) The client agrees to hold Select Teleresources harmless from any penalty or cost issued against Select Teleresources due to the negligence or breach of any statutory obligation by the client.
- j) Select Teleresources will take every opportunity to ensure that Temporary's adhere to dress standards and present for work wearing the appropriate clothing and footwear (where required). It is the client's responsibility to ensure that the Temporary does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.

The client agrees that it is in the best position to establish whether protective clothing and/or equipment is required by the Temporary in performing the assignment and if so, the exact requirements. For this reason, the client agrees to provide the Temporary any protective clothing and/or equipment required, unless the Temporary voluntarily agrees to provide his or her own clothing or equipment.

If the Temporary wishes to provide his/her own clothing or equipment, the client will inspect such to establish whether or not it is suitable. If it is not suitable, the client will provide suitable clothing and/or equipment.

Select Teleresources agrees to provide in the Employment Agreement for Temporary Employees for the client to charge a bond, repayable upon the return of the clothing and/or equipment.

- k) Select Teleresources, as the Temporary's employer, has the rights and responsibility to act in consultation with the client and Temporary on health and safety within the work environment.

# The Engagement of Temporary Employees

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- l) In the event that Select Teleresources (in its sole discretion) believes that a hazard in or arising in the clients premises or operations poses an unacceptable risk to the health and/or safety of the Temporary, Select Teleresources shall be entitled, without penalty to withdraw the Temporary (but without releasing the client from liability to pay the agreed rates as set out in these Terms of Business). If within a reasonable time the hazard is not eliminated, isolated or minimised to Select Teleresources satisfaction, Select Teleresources shall be entitled to terminate the assignment.

These terms and conditions are deemed to be the basis of our agreement in the provision of Temporary and Permanent staff for your organisation. The Management of Select Teleresources would like to thank you for the opportunity to demonstrate our services and we look forward to sharing a successful ongoing business relationship in the future.

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read and understand the terms and conditions of trade.

Signed for and on behalf of: .....  
(name of organisation)

Signature: ..... Title: .....

Name in full: ..... Date: .....

**NO ALTERATION OF THESE TERMS IS ACCEPTABLE UNLESS CONFIRMED  
IN WRITING BY ONE OF OUR DIRECTORS**