



superstaff
creative staffing solutions

www.superstaff.co.nz

PO BOX 11766, Ellerslie, Auckland

Free Phone: 0800787379

TERMS OF BUSINESS

The Engagement of temporary employees

1. You ("the Client") are deemed to have accepted the Terms of Business by engaging a Temporary Employee ("Temporary") introduced to the Client by SUPERSTAFF LTD.
2. The Client will pay SUPERSTAFF LTD the prevailing hourly rate or scale of charges advised at the time of the Temporary booking together with any other agreed incidental charges. The Client will also sign SUPERSTAFF LTD Time Sheets to verify the numbers of hours worked. GST and any other taxes will be charged wherever applicable.
3. SUPERSTAFF LTD will submit invoices for charges, and any other appropriate costs, on a weekly basis. The invoices are payable within fourteen (14) days of their date of issue.
4. SUPERSTAFF LTD will pass on any costs of collection to the Client should the invoice remain unpaid, and debt recovery action be required
5. SUPERSTAFF LTD will be responsible for the payment of Wages of the Temporary.
6. SUPERSTAFF LTD may vary the rate to be charged for a Temporary at any time by notifying the Client of the variation.
7. SUPERSTAFF LTD is responsible for payment of ACC (Accident Compensation Commission Levy) and Income Tax (PAYE) and Kiwisaver payments for the Temporary.
8. A claim or dispute raised by the Client does not entitle the Client to set off against, or withhold payment of, any money owed to SUPERSTAFF LTD.
9. Whilst SUPERSTAFF LTD will obtain work permits or medical reports where applicable, SUPERSTAFF LTD cannot be held responsible for the validity of such documents.
10. The Temporary is not covered under a SUPERSTAFF LTD insurance policy. The Client undertakes to ensure that the Temporary is adequately insured against any liability to third parties arising out of the Temporary's acts or omissions while in the course of an assignment.
11. Every SUPERSTAFF LTD Temporary provided to the Client is under the Client's responsibility from the time they report to take up their duties, and throughout the booking. In this respect the Client will be responsible for all acts, errors, omissions or breach of statutory duty on the part of the Temporary, whether wilful, negligent or otherwise, and as a result, neither SUPERSTAFF LTD nor anyone acting on our behalf is liable for loss, expense or damage caused by any act omission or breach of statutory duty by the Temporary or arising from any act or omission by the Client or the Client's employees, officers or agents in respect of a Temporary on assignment to the Client.



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12.
 - a) The Client agrees to comply with all relevant employment and workplace laws in relation to the engagement of Temporary workers.
 - b) The Client will comply with all statutes, bylaws and legal requirements affecting the Temporary, to which the Client is subject in respect of their own staff, or in respect of the work performed by the Temporary, apart from those specified in Conditions 5 and 7 above.
 - c) When using a SUPERSTAFF LTD Temporary the Client will indemnify SUPERSTAFF LTD against any loss, costs, claims and liabilities incurred arising from any act, omission, error or breach of statutory duty by the temporary worker, apart from those matters specified in Conditions 5 and 7.
13. Neither SUPERSTAFF LTD 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.
14. The Client should inform us immediately if there are any complaints regarding the conduct of a Temporary or of any other circumstances which affect the Temporary's ability to perform the assignment to the Client's satisfaction.
15. If the services of the Temporary prove to be unsatisfactory to the Client, SUPERSTAFF LTD will cancel the charge or time worked by the Temporary provided they leave the assignment immediately and that notice is given by telephone (followed by written confirmation sent the same day) within four (4) hours of commencement.
16.
 - a) If the Client directly engages a Temporary during the course of a booking or within six months of the completion of the booking then the Client must pay the full fee (see Condition 2 and 3 for The Engagement of Permanent Staff) UNLESS prior arrangement has been made with Superstaff.
Similarly the Client will be liable to pay the full fee if the Client in turn introduces the Temporary to another person, firm or organization, 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 the Client.
 - c) Where a Temporary has converted to a permanent position, SUPERSTAFF LTD will not pay any rebate of the fee should the engagement be subsequently terminated.
17. If the Client transfers SUPERSTAFF LTD Temporaries to another consultancy or agent, where that Temporary continues to be engaged by the Client on a temporary or permanent basis, the Client agree to the following terms:
 - a) a transition period of 60 days must be provided. During the transition period the Temporary will continue to be paid by SUPERSTAFF LTD.
 - b) After 60 days has the Temporary can be assigned to the new consultancy or agent.
 - c) A one-off release fee of \$2,000.00 will be charged per person.



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18.
 - a) Minimum bookings are for four (4) hours per day. If an assignment is less than 4 hrs, the Client will still be charged for four (4) hours.
 - b) If overtime and penalty provisions apply under any relevant awards they will be charged to the Client.
 - c) 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 SUPERSTAFF LTD.

19.
 - a) The Holidays Act 2003 provides for payment to any person who works on a public holiday, of a rate of time and a half of the normal daily rate of pay, plus payment of a day in lieu. The effect is that total cost per hour worked on a public holiday is 1.5 times the actual hourly cost, plus the equivalent of a full shift.
 - b) If a Temporary is not required to work on a public holiday that would ordinarily be a day of work, the Client will be charged for the temporary's ordinary hours for that day.

20. Cancellations:

Any cancellation of an Assignment by the Client must be advised to SUPERSTAFF LTD at least Twenty-Four (24) hours before the Assignment is due to commence or, if this not possible, as soon as practicable.

 - a) If the Client fails to advise SUPERSTAFF LTD of a cancellation within Twenty-Four (24) hours of the commencement of an Assignment, the Client will be liable to pay to the Company a fee equal to four (4) hours at the hourly charge out rate of the Temporary.

21. Temporary Drivers are supplied on the sole understanding that the Client holds an Operator's License under the relevant legislation in force at that time.

The Temporary shall not use his or her own vehicle for the purposes of an assignment.

As far as possible SUPERSTAFF LTD will check drivers' references and examine driving licenses and permits. The Client, however, must be satisfied and take direct responsibility for all statutory duties in respect of these driving licenses and permits.

The Client will 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. The Client's insurances must include, but not be limited to, comprehensive insurance for the vehicle to be driven and its' contents.

Upon request the Client will permit inspection of the operator's license and relevant policies of insurance. To assist the Client in complying with current legislation



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SUPERSTAFF LTD will upon request provide information relating to previous SUPERSTAFF LTD driving assignments carried out by the Temporary in the seven days preceding a booking with the Client.

22. a) All Clients have a duty of care to the Temporary under the Health and Safety in Employment Act, regulations, code of practices and New Zealand standards, as appropriate, to ensure the provision of:
- i) a safe workplace;
 - ii) a safe work system;
 - iii) adequate supervision and training;
 - iv) an induction to site and equipment, including amenities and emergency evacuation procedures. A record of such training and induction shall be made available to SUPERSTAFF LTD on request;
 - v) eliminating hazards and controlling risks to health and safety
- b) The Client agrees to notify SUPERSTAFF LTD of any changes to/of workplace or tasks to be performed by the Temporary.
- c) 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.
- d) 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 SUPERSTAFF LTD upon request.
- e) The Client shall nominate a contact person with whom the Temporary may confer in the event of any incident, accident or near miss involving the Temporary.
- f) The Client shall notify SUPERSTAFF LTD of any injuries to the Temporary and notify the relevant Authority of any serious injuries.
- g) The Client agrees to hold SUPERSTAFF LTD harmless from any penalty or cost issued against SUPERSTAFF LTD due to the negligence or breach of any statutory obligation by the Client.
- h) SUPERSTAFF LTD will take every opportunity to ensure that Temporaries 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.



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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. Superstaff agrees to provide to 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 advise Superstaff of suitable clothing and/or equipment required asap.

i) SUPERSTAFF LTD, 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.

j) In the event that SUPERSTAFF LTD (in its sole discretion) believes that a hazard in or arising in the Client's premises or operations poses an unacceptable risk to the health and/or safety of the Temporary, SUPERSTAFF LTD 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 minimized to the satisfaction of SUPERSTAFF LTD, then SUPERSTAFF LTD shall be entitled to terminate the assignment.

The Engagement of Permanent Staff

The Terms and Conditions as set out below are applicable to SUPERSTAFF LTD

In these Terms of business "engagement" means employment in the following circumstances:

- i. Under an employment agreement, contract of service or for service;
- ii. Under an agency, license, franchise or partnership; or
- iii. In a joint venture agreement or arrangement

1. The Client is deemed to have accepted these Terms of Business by interviewing a candidate introduced by SUPERSTAFF LTD New Zealand
2. The fee payable by The Client to SUPERSTAFF LTD 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.
3. "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. GST will be charged wherever it applies.



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

4. The Client must notify SUPERSTAFF LTD immediately a candidate is engaged whom we have introduced. The Client must also inform SUPERSTAFF LTD of the agreed salary details, including any bonus and benefits in kind.
5. SUPERSTAFF LTD will make every reasonable effort to ensure that our candidates suit the Client's requirements. It is up to the Client, however, to be satisfied as to the candidate's suitability.

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

6. SUPERSTAFF LTD does not guarantee that a candidate is available to accept any engagement.
7. Replacement Guarantee:
SUPERSTAFF LTD 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 or any change in the original job specification provided to SUPERSTAFF LTD at the time of the appointment) the employee should resign or be terminated within the guarantee period, SUPERSTAFF LTD undertakes to provide a replacement candidate.

The Client's 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 the Client's account applies only to the replacement of permanent employees and can only be used for appointment of a permanent employee by SUPERSTAFF LTD. The credit remains valid from the date of notification to SUPERSTAFF LTD of the resignation or termination of employment for 12 months. Should the credit not be utilized within 12 months for a replacement candidate, the credit becomes void and is rescinded.

For The Client's replacement guarantee to remain in force, the account for fees must be paid within fourteen (14) days of invoice date. Accounts not settled within this period remain due and payable but the replacement guarantee will not apply.



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If within six (6) calendar months of the termination, The Client's organization, or any associated organization, re-engages the candidate the full fee will again become payable.

8. The introduction of a candidate by SUPERSTAFF LTD is confidential. The Client must not, directly or indirectly, transfer a SUPERSTAFF LTD candidate to any other person, firm or organization where they are subsequently engaged in a permanent or temporary position. If this happens the Client agree to pay SUPERSTAFF LTD the full fee for the engagement.
9. As the SUPERSTAFF LTD referred permanent employee is under the Client's direct control, under no circumstances can SUPERSTAFF LTD be liable for loss, damage or expense suffered or incurred by the Client or any other person, firm or company from the introduction or subsequent engagement of a candidate.
10. The Client will not employ or seek to employ a SUPERSTAFF LTD member of staff. If the Client engages a member of our staff within six (6) months of their leaving our employment, then the Client will be liable to pay the full fee in the same way as if this member of staff had been introduced as a SUPERSTAFF LTD candidate.

These terms and conditions are deemed to be the basis of our agreement in the provision of Temporary and Permanent staff for the Client's organization.

The Management of Superstaff Ltd would like to thank the Client for the opportunity to demonstrate our services and we look forward to sharing a successful ongoing business relationship in the future.

NO ALTERATION OF THESE TERMS WILL APPLY UNLESS CONFIRMED IN WRITING BY BOTH THE CLIENT AND SUPERSTAFF LTD.

Terms and conditions for engagement of temporary and permanent staff accepted by

Client Name _____

Nick Bryant

Position _____

General Manager NZ

Company _____

Superstaff Limited

Date: _____

Date: _____

Signature: _____

Signature: _____