



good to know you

terms of business



Staffing | Professionals | Executive | HR Solutions | Inhouse Services

terms of business new zealand



Welcome to Randstad

Randstad is one of the world's leading recruitment and HR services companies. Our vision both locally and globally is to be the number one in matching the demand for and supply of labour and HR services. Everyday through a global branch network of over 5,400 offices with 34,000 employees, we help 700,000 people find meaningful work.

Our company mission is "Shaping the world of work". We contribute to society everyday - we work with all our stakeholders to create and match demand in jobs, giving people access to fulfilling and ethically sound work.

Besides a passion for helping others, part of what makes Randstad a leader in the staffing and HR services industry is that we have a clear vision on how to always deliver the best. For our clients, this means in every branch in every country, we guarantee excellence in service delivery.

The management of Randstad in New Zealand would like to thank you for the opportunity to demonstrate our services and we look forward to sharing a successful and ongoing business relationship with your organisation.

Doing Business with Us

Employment laws in New Zealand are extensive, so we encourage you to read Randstad's Terms of Business contained in this agreement. It details the rights and obligations we seek of the organisations we partner, to enable the delivery of the best quality recruitment and HR services solution for your business.

If you have any questions in relation to the information provided, please contact your Randstad consultant and they will provide you with a personal overview of our Terms of Business.

Our Specialisations

Randstad has the capability to provide your organisation with a complete staffing and HR services solution. We recruit across a range of sectors and skills specialisations, including:

- accounting
- banking & financial services
- business support
- construction
- contact centre
- education
- health & community care
- human resources
- industrial, manufacturing, warehousing & logistics
- information technology
- legal
- operations & engineering
- PR, communications & creative
- sales & marketing
- executive

Parties:

Randstad Pty Limited

("Randstad", "us", "we" or "our")

and

("the Client", "it", "you" or "your").

Definition of Terms

1. These terms and conditions are applicable to all capability lines of Randstad. Randstad provides recruitment services, flexible workers and on-hired employees and other employment related services including assessment centres, probity checking and part services.
2. The Client is anyone who requires the provision of staff on a permanent, fixed term contract or temporary basis, or other such employment related services.
3. Randstad agrees to provide services to the Client and the Client accepts the services on the terms and conditions set out in this agreement/Terms of Business.
4. The terms and conditions governing our relationship are set out in either the:
 - (i) "Engagement of Permanent Staff Services" - relating to the employment of Permanent Staff; and/or
 - (ii) "Engagement of Contractor or Temporary Services" – relating to the engagement of flexible workers or on hired employees ("Temporary") or Contract Staff ("Contractor").

3. No offer of employment will be extended to a candidate sourced by us without written confirmation from you outlining the conditions of the offer of employment. The instruction to offer is again deemed as acceptance of all the terms and conditions as set out in this document.

4. We will make every reasonable effort to ensure that a candidate suits the Client's requirements. The end hiring decision is yours and therefore you as the Client accepts all liability for the appointment. We nor anyone acting on our behalf accepts liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, work status, qualifications or personal circumstances or any other matter whatsoever.

engagement of permanent staff services

1. The words "engagement and/or engages" means employ or use, whether directly or indirectly through a third party, in the following circumstances:
 - i) under a contract of service or for services;
 - ii) under an agency, licence, franchise or partnership; or
 - iii) in a joint venture agreement or arrangement.
2. These Terms of Business will apply to and in respect of every candidate introduced by us by any means and at any time to you, whether directly or through a third party. A candidate means a person who accepts an "engagement" in any capacity whatsoever within the twelve months of being introduced to the Client by us.

Fees, Payment & Invoicing

5. The fee (plus GST) payable by the Client, to us, for the introduction of a candidate who subsequently accepts an engagement is set out in the attached Fee, Guarantee & Payment Terms and forms part of these Terms of Business. The fee plus GST is payable within seven (7) days of the date of invoice (unless specified otherwise in writing by us). The invoice will be raised on receipt of a signed "job offer confirmation" or written instruction to offer. The Client warrants that it will advise us immediately it engages a candidate.
6. 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.

7. Recruitment of candidates outside New Zealand will attract an overseas recruitment fee, which will be determined based on the position type and the country where the candidate is sourced.

8. A firm quotation will be provided for each request for a permanent placement. For Retained Search assignments, Randstad will provide a customised recruitment and fee schedule.

Replacement Guarantee

9. This clause will apply unless it is replaced by terms set out in the Fee, Guarantee & Payment Terms. If for any reason (other than redundancy/restructure or any change in the original job specification provided to us at the time of the appointment) the employee should resign or be terminated within the guarantee period (as set out in the Fee, Guarantee & Payment Terms), we undertake to provide a replacement candidate (once only). The Client must immediately notify us in writing of the resignation or termination.

10. 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 candidate. Credit to the Client's account applies only to the replacement of permanent employees and can only be used for the appointment of a permanent employee by us. Note: We issue credit notes only, we do not provide a refund.

We reserve the right not to replace the candidate in the event of employer misconduct including any of the following substantiated allegations: workplace bullying, harassment, discrimination, unfair dismissal, not providing safe working conditions or misrepresentation of position.

11. The credit note will remain valid for 12 months from the date it is raised.



12. If within twelve (12) calendar months of the termination of the original candidate the Client, or any associated organisation, re-engages the candidate, the full fee will again become payable. The same circumstances apply should the Client refer the candidate to another organisation who subsequently engages that candidate.

Liability & Indemnity

13. Once a candidate commences employment with the Client, the candidate is subject to the Client's control and direction.

14. The Client agrees that we shall not be liable for any acts, omissions or errors of any candidate whatsoever, and by signing these terms you agree to indemnify and keep indemnified and keep us held harmless, from any liabilities, losses or claims incurred or suffered by us as a result of the engagement of, or acts or omissions of the candidate whatsoever. However, neither party will be liable to the other for any indirect or consequential loss. This clause survives termination.

15. We shall not charge any fee to the candidate.

16. We will not solicit or approach any candidate placed by us with a Client for a period of at least 12 months. However, this does not preclude us dealing with a candidate who directly approaches us.

engagement of contractor / temporary services

1. Any request for a Contractor or Temporary for fixed periods or fixed tasks, or any short term engagement (called "assignments") at your premises or that are controlled by you, will be confirmed in writing by us.

2. We will be responsible for the payment of wages and other employment related payments and expenses to the Contractor or Temporary, unless stated otherwise in these Terms of Business.

3. If at any time during the currency of the assignment the Contractor or Temporary worker is guilty of gross misconduct, the Client has the option to request a replacement of the Contractor or Temporary on twenty four (24) hours notice. You will still be liable to pay for all services rendered by the Contractor or Temporary up to the effective time of termination.

4. In any other circumstance where the Client wishes to end an assignment, you are required to provide the notice period stated in the Contractor Letter or Temporary Job Confirmation (whichever is applicable).

5. Minimum bookings are for four (4) hours and will be charged accordingly for each day an assignment is less than four (4) hours long. The Client will be liable to meet the payment of, or reimburse us for the payment of, any overtime, penalty payments, holiday (including public holidays) and sick pay that we pay to the Contractor or Temporary for the hours worked or services provided.

[Fees, Payment & Invoicing](#)

6. The Client will be obliged to pay the fee (plus GST) as set out in the Contractor Letter or the Temporary Job

Confirmation upon receipt of an invoice or as set out an invoice. Such invoice will be payable within seven (7) days of the date of the invoice (unless stated otherwise by us.)

7. The Contractor or Temporary will submit a Client authorised weekly or monthly timesheet (this is a timesheet signed by the Client whether an electronic (TESSA) or manually signed timesheet) to us for payment. An authorised timesheet is deemed acceptance of charges – being the time worked at the agreed rate for the Client plus any overtime (if applicable), travelling and / or any other incidental expense reimbursements. Randstad will submit invoices for charges, and any other appropriate costs and our fee, plus GST on a weekly or monthly basis dependent on the terms of engagement at the time of placement.

8. All timesheets signed by the Client shall be legally binding and invoices will be raised upon receipt on a weekly or monthly basis dependent on the payment cycle of wages.

Liability & Indemnity

9. The Client will be responsible for all acts, errors or omissions on the part of the Contractor or Temporary, whether wilful, negligent or otherwise, and as a result, neither we nor anyone acting on our behalf will be held liable for losses, liabilities, expenses or damages suffered or incurred by you.

10. You agree to indemnify us for any losses, liabilities, expenses, claims or damages that we incur or suffer as a result of any actions or omissions of the Contractor or Temporary whatsoever. This clause survives termination.

11. You agree to notify us immediately if you engage a Contractor or Temporary in any capacity, whether directly or indirectly, or refer the contractor or temporary to any third party for employment during an assignment or within one (1) year of cessation of an assignment. In such case the Client will be liable to pay the fee as calculated under the Fee, Guarantee and Payment Terms within fourteen (14) days of the placement or as otherwise stated in writing by us. In the event that the salary cannot be accurately established, the fee will be 160 times the hourly rate at which the Contractor or Temporary was last supplied to the Client by Randstad. In no circumstances will a replacement guarantee be available in respect of the Contractor or Temporary.

Obligations and Acknowledgements

13. You will ensure that your premises are safe and do not expose the Contractor or

Temporary to any risk of injury. You agree to comply with applicable health and safety legislation or regulations.

14. 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 there is 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.
 - v) eliminating hazards and controlling risks to health and safety.
- b) The Client agrees to notify us of any changes to the workplace, place of work or tasks to be performed by the Contractor or Temporary.
- c) The Client shall take all practicable steps to ensure that no hazard that is or arises in the Contractor's or Temporary's place of work causes harm to the Contractor or Temporary.
- d) The Client shall not allow the Contractor or Temporary to carry out work on a site or on equipment considered unsafe by any party, or where the Contractor or 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 us upon request.
- e) The Client shall nominate a contact person with whom the Contractor or Temporary may confer in the event of any incident, accident or near miss involving the Contractor or Temporary.
- f) The Client shall notify us of any injuries to the Contractor or Temporary and notify the relevant Authority of any serious injuries.
- g) The Client agrees to hold us harmless from any penalty or cost issued or incurred by us due to the negligence or breach of any statutory obligation by the Client.
- h) We will take every opportunity to ensure that our Contractors or 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 Contractor or Temporary does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.



h) Cont.

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

clothing or equipment. If the Contractor or 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.

- i) We, as the Contractor's or Temporary's employer, have the rights and responsibility to act in consultation with the Client and Contractor or Temporary on health and safety within the work environment.
- j) In the event that we (in our sole discretion) believe 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 Contractor or Temporary, we shall be entitled, without penalty to withdraw the Contractor or 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 our satisfaction, we shall be entitled to terminate the assignment.

General Provisions

These general provisions are applicable to both the engagement of Permanent Staff and/or engagement of Contract/ Temporary workers:

1. Randstad and the Client are independent contractors and this agreement shall not be construed as creating a relationship of partnership, joint venture, or employment relationship.

2. This contract covers the entire agreement between the parties and no previous representation, undertaking or oral terms will form part of this contract.

3. This Agreement will be governed by the law of New Zealand and the parties submit to the Courts of New Zealand to determine any dispute.

4. Neither party will be liable to the other for any indirect or consequential losses, loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.

5. Our liability under this agreement will be limited to the amount of one thousand (1000) dollars in the aggregate against any losses, liabilities, claims or demands.

6. a) Except as may otherwise be required by law, all representation, conditions and warranties (including any implied by law), and including any liability for negligence to the Client or any other person whatsoever, are hereby excluded, in respect of recommendations and appointments.
b) We manage all candidate information in accordance with the provisions of the Privacy Act 1993 (NZ), full details of which are available on our website at www.randstad.co.nz. The Client agrees to be bound by and observe its obligations under Privacy legislation.

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read, understand and agree to these Terms of Business.

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

Signature:

Title:

Name in full:

Date:

