



# 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 Appointments. Select Appointments is a division of Vedior Asia Pacific Pty Limited. The divisions of Vedior Asia Pacific are Select Appointments, Select Teleresources, Select Industrial, Select Professional, Clayton Ford, Tanner Menzies, Speakman Tanner Menzies, Jarrah Consulting, Sapphire Technologies, Rock Resourcing, tpa The Publicity Agency, Interim, MSSA Care Personnel, Nurseworldwide, Twin Hills and Eden Health.

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 Appointments.
3. The fee payable by you to Select Appointments 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).

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 Appointments 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 Appointments 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 Appointments 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 Appointments does not guarantee that a candidate is available to accept any engagement.
7. **Replacement Guarantee:**

Select Appointments 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 Select Appointments at the time of the appointment) the employee should resign or be terminated within the guarantee period, Select Appointments undertakes to provide a replacement candidate. The Select Appointments replacement guarantee is only valid for one replacement; thereafter a full placement fee is applicable.

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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 Appointments. The credit remains valid from the date of notification to Select Appointments 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 Appointments temporary employees hired by the client must be paid for according to the Select Appointments Engagement of Temporary Employees Terms of Business.

For your replacement guarantee to remain in force, your account for fees must be paid within seven (7) days of invoice date. Accounts not settled within this period remain due and payable but the replacement guarantee does not apply.

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 Appointments is confidential. You must not, directly or indirectly, transfer a Select Appointments 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 Appointments the full Fee for the engagement.
9. As the Select Appointments permanent employee is under your direct control, under no circumstances can Select Appointments 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 Appointments 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 Appointments 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 Appointments.
2. You will pay Select Appointments 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 Appointments Time Sheets to verify the numbers of hours worked. GST and any other taxes will be charged wherever it applies.
3. Select Appointments will submit invoices for charges, and any other appropriate costs, on a weekly basis. The invoices are payable within seven (7) days of their date of issue.
4. Select Appointments will be responsible for the payment of temporary payments to the Temporary and deduction and payment of all statutory contributions of Income Tax (PAYE).
5. Select Appointments may vary the rate to be charged for a temporary at any time by notifying the client of the variation.
6. Select Appointments is responsible for other required statutory contributions with respect to payroll tax and the payment of ACC (Accident Compensation Commission Levy).
7. 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 Select Appointments.
8. Whilst Select Appointments will obtain work permits or medical reports where applicable, Select Appointments cannot be held responsible for the validity of such documents.
9. The Temporary is not covered under Select Appointments 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.
10. Every Select Appointments 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 Appointments nor anyone acting on our behalf is liable for loss, expense or damage caused by any act or omission of the Temporary or arising from any act or omission by the client or its employees, officers or agents in respect of a Temporary on assignment to the client.

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 Conditions 4 and 6 above.

When using a Select Appointments Temporary you will indemnify Select Appointments against any costs, claims and liabilities incurred by us arising from the booking apart from those matters specified in Conditions 4 and 6.

- 11 Neither Select Appointments 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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12. 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.
13. 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.
14.
  - 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 Appointments will not pay any rebate of the Fee should the engagement be subsequently terminated.
15. 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 Appointments. 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.
16. Minimum bookings are for four (4) hours and will be charged accordingly for each day an assignment is less than four (4) hours long.

If overtime and penalty provisions apply under any relevant awards 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 Appointments. The Holiday Act 2003 provides for payment to the Temporary for Public Holidays and Sick Leave. Public Holidays are paid at a rate of double time and a half of the normal daily rate of pay. Sick Leave, for Temporary's who have worked for over six (6) months, is paid for time taken absent from work due to illness at their normal daily rate of pay. Select Appointments retains the right to pass on charges to the client in relation to the Holiday Act for Public Holidays and Sick Leave.

# The Engagement of Temporary Employees

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

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

As far as possible Select Appointments 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 Appointments will upon request provide information relating to previous Select Appointments' driving assignments carried out by the Temporary in the seven days preceding a booking with yourselves.

18. 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. A record of such training and induction shall be made available to Select Appointments on request;
  - v) eliminating hazards and controlling risks to health and safety.
- b) The client agrees to notify Select Appointments 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 Select Appointments 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 Select Appointments of any injuries to the Temporary and notify the relevant Authority of any serious injuries.

# The Engagement of Temporary Employees

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- g) The client agrees to hold Select Appointments harmless from any penalty or cost issued against Select Appointments due to the negligence or breach of any statutory obligation by the client.
- h) Select Appointments 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 it so, the exact requirements. For this reason, the client 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 provide suitable clothing and/or equipment.

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

- i) Select Appointments, 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 Select Appointments (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, Select Appointments 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 Appointments satisfaction, Select Appointments 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 Appointments 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.

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