



Terms of Business

The Engagement of Permanent Staff

The Terms and Conditions as set out below are applicable to Sapphire Technologies. Sapphire Technologies is a division of Randstad Pty Limited. The divisions of Randstad Pty Limited are Select Appointments, Select Industrial, Select Teleresources, Select Professional, tpa (The Publicity Agency), Clayton Ford, Speakman Tanner Menzies, Tanner Menzies, Jarrah Consulting, Sapphire Technologies, The Rock Resourcing Group, Nurseworldwide, MSSA Care Personnel, Twin Hills Nurses Agency, Eden Health and Interim.

1. In these Terms of Business "engagement" means employment or use 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. The Client will accept these Terms of Business by interviewing a candidate introduced to them by Sapphire Technologies.
3. The "all inclusive" fee payable by the Client to Sapphire Technologies for the introduction of a candidate who subsequently accepts an engagement is calculated as a percentage of the candidate's gross annual salary package to be received during the first twelve (12) months. The "all inclusive" fee is set out in the attached Sapphire Technologies Fee, Guarantee and Payment Terms and forms part of these Terms of Business. 'Salary package' includes all payments, superannuation, bonuses/allowances, projected commissions and / or profit share, 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 whatsoever is made to the candidate. The total fee charged attracts the legislated GST.

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 "all inclusive" fee payable will be calculated according to the gross annual salary package based on full time employment.

4. The Client must notify Sapphire Technologies immediately they engage a candidate whom we have introduced within the period commencing on the initial referral or interview and expiring six (6) months after the most recent referral or interview. The Client must also inform us of the agreed salary details, including any bonus and benefits in kind (Refer point 3).

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5. Once the Client has selected a candidate, Sapphire Technologies will provide a Permanent Job Offer Confirmation for confirmation and acceptance of the terms and conditions. No job offer will be made to the successful candidate until Sapphire Technologies has received confirmation and acceptance from the client of the Permanent Job Offer Confirmation.
6. Sapphire Technologies will make every reasonable effort to ensure that candidates suit the Client's requirements. It is up to the Client, however, to satisfy themselves as to the candidate's suitability.

Neither Sapphire Technologies 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.

7. Sapphire Technologies does not guarantee that a candidate is available to accept any engagement.
8. **Replacement Guarantee:**
Sapphire Technologies 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 Sapphire Technologies at the time of the appointment) the employee should resign or be terminated for performance issues within the guarantee period or does not commence employment, Sapphire Technologies undertakes to provide a replacement candidate. The Sapphire Technologies 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.

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 the 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 the appointment of a permanent employee by Sapphire Technologies. The credit remains valid from the date of notification to Sapphire Technologies of the resignation or termination of employment.

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The three (3) month replacement guarantee relates specifically to the position placed and we reserve the right to negotiate our replacement terms should changes occur to the role parameters.

Should the credit not be utilised within 12 months for a replacement candidate, the credit becomes void and is rescinded. Sapphire Technologies Contractors hired by the Client must be paid for according to the Sapphire Technologies Terms of Business, The Engagement of Contractors.

For the Client's replacement guarantee to be valid and remain in force, Sapphire Technologies must be given the opportunity to replace the position and the account for fees must be paid 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.

In the unlikely event that Sapphire Technologies are unable to find a replacement, then the following credit terms will apply:

- If the candidate leaves within the 30 days of employment, a full credit will be issued.
- If the candidate leaves within 31 to 60 days, 50% of the total fee will be credited.
- If the candidate leaves within 61 to 90 days, 25% of the total fee will be credited.

Note: Sapphire Technologies does not provide a refund in place of a credit.

If within six (6) calendar months of the termination 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.

9. The introduction of a candidate by Sapphire Technologies is confidential. The Client must not, directly or indirectly, transfer a Sapphire Technologies candidate to any other person, firm or organisation where they are subsequently engaged in a Permanent or Contract position. If this happens the Client will have to pay Sapphire Technologies the full Fee for the engagement.
10. As the Sapphire Technologies permanent employee is under the Client's direct control, under no circumstances can Sapphire Technologies 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.

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11. You will not employ or seek to employ Sapphire Technologies members of staff. If the Client does engage 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, just as if this member of staff had been introduced as a Sapphire Technologies candidate.

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1. The Client will accept the Terms of Business by engaging a Contractor introduced to them by Sapphire Technologies.
2. The Client will pay Sapphire Technologies the prevailing hourly / daily rate or scale of charges advised at the time of the Contractor booking together with any other agreed incidental charges. Travelling expenses involved in the performance of duties at sites other than the Client's primary contract site are to be reimbursed directly by Sapphire Technologies (e.g. use of private vehicle reimbursed as per Commercial Travellers Award) or as otherwise agreed with the Client using an e-time sheet or expense claim form. The Client will sign a Sapphire Technologies Time Sheet to verify the numbers of hours / days worked by the Contractor and that the work undertaken has been completed to an acceptable standard. The total fee charged attracts the legislated GST.
3. The Contractor will submit a Client authorised weekly Time Sheet to Sapphire Technologies for payment. An authorised Time Sheet will be deemed to be acceptance of charges for the time worked for the Client plus any overtime (if applicable), travelling and / or any other incidental expense reimbursements shown thereon. In the instance that the Client is enabled access to the electronic Time Sheet system "e-Time", the Client will submit the Time Sheet to Sapphire Technologies for payment. Refer Electronic Time Sheets (e-Time) on pages 11 and 12. The Time Sheet will reflect the number of hours / days worked. Sapphire Technologies will submit invoices for charges, and any other appropriate costs, on a weekly basis. The total fee charged attracts the legislated GST. The invoices are payable within seven (7) days of the invoice date.
4. Sapphire Technologies, where applicable, will be responsible for the payment of contract payments to the Contractor and where required, deduction and payment of all statutory contributions of income tax.
5. Sapphire Technologies is responsible where applicable, for other required statutory contributions with respect to payroll tax, superannuation and workers' compensation.

Where the Contractor is paid as a Company, the Contractor is responsible for all payments of indemnified taxes, income tax, fringe benefits tax (if applicable), payroll tax, superannuation, public liability insurance, professional indemnity insurance and workers compensation. The Contractor is required to have the relevant and appropriate coverage for themselves (and any of their employees) for the work they are undertaking. The Client may verify that appropriate coverage is obtained and sight Certificates of Currency by making contact with their Sapphire Technologies Consultant.

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6. Whilst Sapphire Technologies will obtain work permits or medical reports where applicable, Sapphire Technologies cannot be held responsible for the validity of such documents.
7. Every Sapphire Technologies Contractor provided to the Client is under their responsibility from the time they report to the Client to take up their duties, and throughout the booking. In this respect the Client will be responsible for all acts, errors or omissions on the part of the Contractor, whether wilful, negligent or otherwise, and as a result, neither Sapphire Technologies nor anyone acting on our behalf is liable for loss, expense or damage caused by any act or omission of the Contractor.

Furthermore, the Client will also comply with all statutes, bylaws and legal requirements affecting the Contractor, to which the Client is subject in respect of their own staff, apart from those specified in Condition 4 and 5 and except where the Contractor is paid as a company.

When using a Sapphire Technologies Contractor, the Client will indemnify Sapphire Technologies against any costs, claims and liabilities incurred by us arising from the booking apart from those matters specified in Condition 4 and 5.

8. Neither Sapphire Technologies nor anyone acting on our behalf accepts liability for any loss, expense, damage or delay from our failure to provide a Contractor for the whole or part of a booking.
9. The Client should inform us if they have any complaints regarding the conduct of a Contractor or of any other circumstances which affect the Contractor's ability to perform the assignment to their satisfaction.
10. At any time during the currency of the assignment the Client, at their discretion, has the option to request a replacement of the Contractor. Payment will be due for all hours worked up to the time of the cessation of the assignment. The Client must provide Sapphire Technologies with notice by telephone (followed by written confirmation sent the same day) within eight (8) hours of the Contractor commencing duties where the booking was for more than eight (8) hours.
11. The early cessation of an assignment is subject to the Client providing a minimum of four (4) weeks notice except where the Contractor has committed an act of serious and / or wilful misconduct and / or has breached the Clients policies and procedures including Occupational Health and Safety, Confidentiality and Security.

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12. a) The Client must notify Sapphire Technologies immediately they engage a candidate whom we have introduced within the period commencing on the initial referral or interview and expiring six (6) months after the most recent referral or interview. The Client must also inform us of the agreed salary details, including any bonus and benefits in kind.
- b) The client must notify Sapphire Technologies immediately if they directly engage a Contractor during the course of a booking with them or within six (6) months of the completion of the booking. The Client must pay the full Fee (see Condition 3, 4 and 5 of The Engagement of Permanent Staff).

Similarly the Client will be liable to pay the full Fee if they in turn introduce the Contractor to another person, firm or organisation who subsequently engages them.

- c) In the event that the salary cannot be accurately established, the Fee will be a percentage (as per the Sapphire Technologies scale of fees) of the gross annual salary package, based on the Contractors hourly/daily rate at which the Contractor was last supplied to the Client calculated over 12 months.
 - d) Where a Contractor has converted to a Permanent position, Sapphire Technologies will not pay any rebate of the Fee should the engagement be subsequently terminated.
13. The terms of these terms of business do not apply to Contractors directly introduced by the Client for payroll facility services by Sapphire Technologies.
 14. If the Client transfers a Contractor to another consultancy or agent, where that Contractor continues to be engaged by the Client on a temporary / contract or permanent basis, the Client agrees to the following terms. A transition period of 90 days must be provided. During the transition period the Contractor will continue to be paid by Sapphire Technologies. Once the 90 days has passed, only then can the Contractor be assigned to the new consultancy or agent. A one off release fee will be charged to the Client per person of \$2,000.
 15. The Client acknowledges that any provision of any relevant Award applicable to the Contractor shall be adhered to. Minimum bookings are for eight (8) hours and a surcharge may apply to bookings not exceeding twelve (12) hours. In the event a Contractor arrives at the Clients premises to commence the assignment and is subsequently advised that their services are no longer required, a surcharge will be passed on to the Client equivalent to four (4) hours of the Client charge rate.

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

16. In the instance where the Contractor is required to drive the Client's company vehicle, the Client will ensure that the vehicle is appropriately registered, roadworthy and up to date with regular servicing and maintenance.

The Client will also be responsible for Driver's hours and records, issuing and collecting tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Roads and Traffic liability insurances. The Clients insurances will include, but not be limited to, comprehensive insurance for the vehicle to be driven and its' contents.

As far as possible Sapphire Technologies will check Driver's references and examine driving licences and permits. The Client, however, must satisfy themselves and take direct responsibility for all statutory duties in respect of those driving licences and permits.

Upon request the Client will permit our inspection of the Clients vehicles, log books and relevant policies of insurance. To assist the Client in complying with current legislation Sapphire Technologies will upon request provide information relating to previous Sapphire Technologies driving assignments carried out by the Contractor in the seven days preceding a booking with the Client, if required / applicable.

17. a) All Clients have a Duty of Care obligation to the Contractor under the Occupational Health and Safety Act, Regulations, Codes of Practices and Australian Standards, as appropriate, to ensure:
 - i) a safe workplace and compliance with safety standards;
 - ii) a safe system of work and practices, including the maintenance of plant and equipment;
 - iii) adequate supervision and training;
 - iv) the communication of safe work procedures to each of the Sapphire Technologies Contractors;

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- v) there is an induction to site and equipment, including amenities and evacuation procedures;
 - vi) provision of safety consumables to our Contractors where appropriate;
 - vii) a process is in place for eliminating hazards and controlling risks to health and safety.
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- b) The Client agrees to notify Sapphire Technologies of any changes to the workplace or tasks to be performed by the Contractor, prior to the change occurring.
 - c) The Client understands and agrees that a Contractor will not be transferred to another position without first advising Sapphire Technologies and gaining approval for such a change to occur.
 - d) The Client shall not permit the Contractor 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.
 - e) The Client shall not allow the Contractor to carry out work on a site or on equipment considered unsafe by any party, or where the Contractor does not have the appropriate qualifications or previous experience and has not received adequate training.
 - f) Sapphire Technologies will take every opportunity to ensure that the Contractor adheres to dress standards and presents for work wearing the appropriate clothing and footwear (where required). It is the Clients responsibility to ensure that the Contractor does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.
 - g) The Client agrees to comply with any reasonable requests to ensure the workplace health and safety of Sapphire Technologies Contractors and to promptly rectify any deficiency in the provision of a safe work environment or safe systems of work, that in our reasonable opinion would pose a threat to the safety of our Contractors or to any other person who may attend a place at which work is or may be performed by one of our workers under the assignment.
 - h) The Client shall notify Sapphire Technologies of any injuries to the Contractor and notify the relevant Authority of any serious injuries.

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- i) The Client agrees to indemnify Sapphire Technologies from any penalty or cost issued against Sapphire Technologies due to the negligence or breach of any statutory obligation by the Client.

- j) Sapphire Technologies, as the Contractor's employer, has the rights and responsibility to act in consultation with the Client and Contractor on health and safety within the work environment.

Electronic Time Sheets (e-Time)

The clauses 1 to 5 of this section (Electronic Time Sheets (e-Time)), shall only apply where the Client requests to use the Electronic Time Sheets (e-Time) facility.

1. Sapphire Technologies shall permit the Client to use and shall provide the Client with access to the electronic Time Sheet system ("e-time") during the contract term for the purpose of

- i) approving Contractor Time Sheets;
- ii) authorising Sapphire Technologies to pay the Contractor fees; and
- iii) authorising Sapphire Technologies to invoice the fees to the Client;

in consideration of which the Client agrees to the Terms of Business.

2. The Client's approval of the Contractors Time Sheet through e-Time shall be both:

- a) an irrevocable authorisation and direction to Sapphire Technologies:
 - i) to pay the Contractors fees in respect of the Time Sheet; and
 - ii) to invoice the Client for the fees; and
- b) an undertaking by the Client to pay the fees.

3. The Client shall nominate the person(s) with sole authority from the Client to access e-Time and approve the Contractors Time Sheets and authorise Sapphire Technologies invoicing of the fees to the Client.

The Client shall not permit any unauthorised persons to access e-Time.

The Client shall ensure that the Client's unique user identification code and password provided by Sapphire Technologies for access to e-Time will remain confidential to the authorised person(s) and will not be disclosed or permitted or caused to be disclosed to any other person(s), firm or organisation, whether or not associated to the Client.

4. In the event of:

- i) a loss of confidentiality of the Clients user identification code or password;
- ii) the Client becoming aware of facts or circumstances giving rise to a risk of loss of confidentiality or suspicion that there has been a loss of confidentiality of the Clients unique identification code or password;
- iii) a breach of security of the Clients computer systems; or

Electronic Time Sheets (eTime)

- iv) the Client becoming aware of facts or circumstances giving rise to a risk of breach of security of the Clients computer systems;
 - v) the Client shall immediately notify the Sapphire Technologies Manager in writing and / or by email. In the event Sapphire Technologies is unable to confirm it has been notified, the onus of proof shall remain with the Client. The Client must notify Sapphire Technologies prior to forwarding the written notification but this shall not be sufficient to discharge it's obligations under this clause.
5. The Client releases Sapphire Technologies from and shall indemnify Sapphire Technologies against, all liability for all losses caused by, arising from or in connection with the use of e-Time, whether caused or contributed to by, arising from or in connection with the negligence or any other act or omission of Sapphire Technologies, its servants or agents, the Contractor, the Client, its servants or agents or any other person.

These terms and conditions are deemed to be the basis of our agreement in the provision of Contract and Permanent staff for your organisation. The parties agree to be bound by these Terms of Business. The Management of Sapphire Technologies 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.

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

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