



# Terms of Business

# The Engagement of Permanent Staff

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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, 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 our 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 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.

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 7 days of the invoice date. Accounts not settled within this period remain due and payable but the replacement guarantee does not apply.

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In the unlikely event that Sapphire Technologies is 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.

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. 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 Temporary and Independent Contractors.

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 Temporary/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.

# The Engagement of Temporary Employees and Independent Contractors

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At all times a Temporary is an employee of Sapphire Technologies. A Contractor is independently subcontracted through Sapphire Technologies.

1. The Client will accept the Terms of Business by engaging a Temporary Employee ("Temporary") or Contractor ("Independent Contractor") introduced to them by Sapphire Technologies.
2. The Client will pay Sapphire Technologies prevailing hourly/daily rate or scale of charges advised at the time of the Temporary 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 or as otherwise agreed with the Client using an expense claim form. The Client will also sign Sapphire Technologies Time Sheets to verify the numbers of hours/days worked and that the work undertaken has been completed to an acceptable standard. GST and any other taxes will be charged wherever it applies.
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. 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 payment of the temporary's wages and deduction and payment of all statutory contributions and Income Tax (PAYE).
5. Sapphire Technologies may vary the rate to be charged for a temporary or independent contractor at any time by notifying the Client of the variation.
6. Sapphire Technologies is responsible for other required statutory contributions with respect to payroll tax, leave entitlements and the ACC levy for Temporary employees. Independent Contractors are responsible for payment of all statutory requirements including the ACC Levy, PAYE and liability insurances.

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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 Sapphire Technologies.
8. Whilst Sapphire Technologies will obtain work permits or medical reports where applicable, Sapphire Technologies cannot be held responsible for the validity of such documents.
9. The Client undertakes to ensure that the Temporary/Independent Contractor is adequately insured against any liability to third parties arising out of the Temporary/Independent Contractor's acts or omissions while in the course of an assignment. The Temporary/Independent 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.
10. Every Sapphire Technologies Temporary/Independent Contractor provided to the Client is under the Client's 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 Temporary/Independent 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 Temporary/Independent Contractor or arising from any act or omission by the Client or its employees, officers or agents in respect of a Temporary/Independent Contractor on assignment to the Client.

Furthermore, the Client will also comply with all statutes, bylaws and legal requirements affecting the Temporary/Independent Contractor, to which the Client is subject in respect of their own staff, apart from those specified in Conditions 4 and 6 above.

When using a Sapphire Technologies Temporary or Independent 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 Conditions 4 and 6.

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11. Neither Sapphire Technologies nor anyone acting on our behalf accepts liability for any loss, expense, damage or delay from our failure to provide a Temporary/Independent Contractor for the whole or part of a booking.
12. You should inform us if you have any complaints regarding the conduct of a Temporary or Independent Contractor or of any other circumstances which affect the Temporary or Independent Contractor's ability to perform the assignment to the Clients satisfaction.
13. If the services of the Temporary or Independent Contractor prove to be unsatisfactory to the Client we will cancel the charge for time worked by the Temporary or Independent Contractor provided they leave the assignment immediately and that you give us 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.
14. 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.
15.
  - a) The Client must notify Sapphire Technologies immediately they engage a candidate whom they 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 Temporary or Independent Contractor during the course of a booking with them or within six months of the completion of the booking. The Client must pay the full Fee (see Condition 3, 4 and 5 for The Engagement of Permanent Staff).

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

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- 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 Temporary or Independent Contractor's hourly/daily rate at which the Temporary or Independent Contractor was last supplied to the Client calculated over 12 months.
  - d) Where a Temporary or Independent Contractor has converted to a Permanent position, Sapphire Technologies will not pay any rebate of the Fee should the engagement be subsequently terminated.
16. The terms of these terms of business do not apply to Contractors directly introduced by the Client for payroll facilities services by Sapphire Technologies.
17. If the Client transfers a Temporary or Independent Contractor to another consultancy or agent, where that Temporary or Independent Contractor continues to be engaged by the Client on a temporary 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 Temporary or Independent Contractor be assigned to the new consultancy or agent. A one off release fee will be charged per person of \$2,000.
18. The Client acknowledges that any provision of any relevant Award or agreement applicable to the Temporary or Independent 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 that a Temporary or Independent 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 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 Sapphire Technologies. 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. Sapphire Technologies retains the right to pass on charges to the Client in relation to the Holiday Act for Public Holidays and Sick Leave.

19. 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.

20. a) All Clients have a Duty of Care obligation to the Temporary/Independent Contractor under the Health and Safety In Employment Act, Regulations, Code of Practices and New Zealand Standards, as appropriate, to ensure:
  - i) a safe workplace and compliance with safety standards;
  - ii) a safe system of work and practices, including maintenance of plant and equipment;
  - iii) adequate supervision and training;

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- iv) the communication of safe work procedures for each of our Temporaries / Independent Contractors;
  - v) there is an induction to site and equipment, including amenities and emergency evacuation procedures. A record of such training and induction shall be made available to Sapphire Technologies on request;
  - vi) provision of safety consumables where appropriate;
  - vii) a process is in place for the elimination of hazards and controlling risks to health and safety.
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- b) The Client understands and agrees that a Temporary/Independent Contractor will not be transferred to another position without first advising Sapphire Technologies and gaining approval for such a change to occur.
  - c) The Client shall not permit the Temporary/Independent 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.
  - d) The Client agrees to notify Sapphire Technologies of any changes the workplace or tasks to be performed by the Temporary/Independent Contractor, prior to the change occurring.
  - e) The Client shall take all practicable steps to ensure that no hazard that is or arises in the Temporary's/Independent Contractors place of work causes harm to the Temporary/Independent Contractor.
  - f) The Client shall not allow the Temporary/Independent Contractor to carry out work on a site or on equipment considered unsafe by any party, or where the Temporary/Independent Contractor 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 Sapphire Technologies upon request.
  - g) The Client shall notify Sapphire Technologies of any injuries to the Temporary/Independent Contractor and notify the relevant Authority of any serious injuries.

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- h) The Client shall nominate a contact person with whom the Temporary/Independent Contractor may confer in the event of any incident, accident or near miss involving the Temporary/Independent Contractor.
- i) The Client agrees to hold Sapphire Technologies harmless 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 will take every opportunity to ensure that Temporary's/ Independent Contractors 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/Independent Contractor 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/Independent Contractor in performing the assignment, and if so, the exact requirements. For this reason, the Client agrees to provide to the Temporary/Independent Contractor any protective clothing and/or equipment required, unless the Temporary/Independent Contractors voluntarily agrees to provide his or her own clothing or equipment.

If the Temporary/Independent Contractor 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.

Sapphire Technologies agrees to provide in the Employment Agreement for Temporary Employees for the Client to charge the Temporary/Independent Contractor a bond, repayable upon the return of the clothing and/or equipment.

- k) Sapphire Technologies, 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.

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- l) In the event that Sapphire Technologies (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/Independent Contractor, Sapphire Technologies shall be entitled, without penalty to withdraw the Temporary/Independent Contractor (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 Sapphire Technologies satisfaction, Sapphire Technologies 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, Independent Contractors 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 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 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**