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# Client Contract Temporary Staff Terms and Conditions

## Terms and Conditions of Contract

Stafflink Recruitment Professionals ("Stafflink") is in the business of providing permanent, casual and temporary staff ("Staff") on assignment ("Assignment") to third parties.

("Client") wishes to engage the services of Stafflink to provide Staff and agrees to be bound by the terms and conditions hereinafter appearing.

### 1. Acceptance

- 1.1 This contract is to be delivered to the Client by Stafflink and accepted by the Client upon receipt (and prior to Staff commencing) and will apply to every transaction thereafter between the Client and Stafflink, unless the Client agrees in writing to any alterations.
- 1.2 Notwithstanding clause 1.1 acceptance of Staff by the Client is deemed acceptance of these Terms and Conditions.

### 2. Additional and Implied Terms

- 2.1 These Terms and Conditions and the terms (if any) set out in the attached letter comprise the terms and conditions of this contract.
- 2.2 Any terms, conditions and warranties which may be implied by any regulation, statute, trade custom or otherwise are hereby negated and excluded from this contract, save to the extent that such terms and conditions and warranties cannot lawfully be excluded, restricted or modified by agreement.
- 2.3 No agent or representative of Stafflink is authorised to make any representations, warranties or commitments not first authorised in writing by the General Manager or a director of Stafflink and Stafflink shall not in any way be bound by any unauthorised statement.

### 3. Payments

- 3.1 The Client agrees to pay all charges invoiced by Stafflink to the Client within fourteen (14) days of receipt of the invoice. Stafflink reserves the right to charge interest on late payments from the date of due payment calculated on a daily basis at 15% per annum.
- 3.2 Stafflink reserves the right to vary the rate of interest at any time on notification to the Client.
- 3.3 Time of payment is paramount and is the essence of the contract.
- 3.4 No claim or dispute (or purported claim or dispute) raised by the Client shall be a ground for the Client withholding payment of any moneys due to Stafflink under this or any other contract which Stafflink may have with the Client nor shall such claim or dispute (or purported claim or dispute) confer on the Client any right to offset any payment due to Stafflink.
- 3.5 The provision of services hereunder by Stafflink is on the basis that the Client complies with the Terms and Conditions contained herein. Stafflink reserves the right to withdraw Staff at any time for non-payment or non-compliance with these Terms and Conditions without limiting all or any of its rights herein at law or otherwise.
- 3.6 The Client shall be liable for all costs incurred by Stafflink in collecting outstanding charges including Court costs and solicitors fees (on a solicitor/client basis).

### 4. Further Employment

- 4.1 The Client agrees to pay a fee calculated in accordance with Stafflink's schedule of charges for permanent, temporary or casual staff (as appropriate) should the Client or any other person or organisation employ Staff on a permanent, temporary or casual basis (part time or full time) either during an assignment or within six (6) months of the termination of any Assignment. This clause will apply whether or not such employment is initiated by Staff, the Client or any other person or organisation. This clause applies to any Staff engaged as independent contractors under a service contract and the word 'employ' and 'employment' will be construed so as to have such extended meaning.
- 4.2 The obligation to pay such fee where the employment is with another person or organisation shall only be payable where the employment was arranged or initiated or facilitated by the Client or arose out of, or was in any way connected, to any assignment under this contract.
- 4.3.1 The company offers a discounted fee on the length of assignment should the client engage a company temporary/casual employee:

- |    |               |                             |
|----|---------------|-----------------------------|
| a. | 1 – 2 months  | 5% discount on normal fee   |
| b. | 2 – 4 months  | 20% discount on normal fee  |
| c. | 4 – 6 months  | 30% discount on normal fee  |
| d. | over 6 months | 100% discount on normal fee |

## 5. Taxes

Goods and Services Tax and any other tax or levies (other than PAYE or ACC levies) in respect of Staff imposed by any Government or other competent authority in respect of the provision of services by Stafflink or any other feature of this transaction between Stafflink and the Client shall be payable by the Client in addition to the charges and other moneys payable hereunder.

## 6. Treatment/Termination of Staff

6.1 The client acknowledges:

- a) that Stafflink remains the employer of all Staff assigned to the Client;
- b) that all Staff assigned by Stafflink to the Client have various legal rights in relation to their employment. These include rights conferred by their employment contract with Stafflink and conferred by the Employment Relations Act 2000, the Health and Safety in Employment Act 1992, the Privacy Act 1993, the Human Rights Act 1993 and various other statutes protecting the rights of employees and individuals. Stafflink in turn, has various corresponding obligations towards employees.

6.2 In particular, the Client acknowledges that normally the employment of an employee cannot be terminated unilaterally without giving proper notice and without conducting appropriate disciplinary proceedings (where appropriate) or complying with procedural requirements relating to redundancy situations. Failure to comply with the law relating to employment can result in personal grievances being pursued by employees who may obtain orders for reinstatement and/or payment of lost wages, compensation and costs.

6.3 Accordingly, the Client agrees:

- a) To comply with the obligations referred to in paragraph 6.1 above and all other obligations owed to Staff as if the Client were the Employer of any Staff provided by Stafflink;
- b) To advise Stafflink of any situation which could give rise to a potential issue affecting the legal rights of Staff in relation to their employment or otherwise;
- c) To comply with all reasonable directions given by Stafflink as to the treatment of Staff and, in particular, the way in which any disciplinary action (including termination) or any redundancy in relation to Staff is to be handled;
- d) To fully indemnify Stafflink for any amount which Stafflink may be required to pay to any Staff arising out of any claim by any Staff which arises out of, or is in any way connected to the manner in which Staff have been treated by the Client. In particular, this indemnity covers any compensation and/or penalties, and/or costs payable as a result of any personal grievance brought by any Staff assigned to a Client under this contract and includes any costs Stafflink may incur as a result of dealing with any such claim including court costs and solicitor's costs (on a solicitor/client basis).

## 7. Liability

7.1 Whilst every effort is made by Stafflink to give satisfaction to the Client in providing Staff, the Client acknowledges and agrees that:

- a) the Client shall supervise, direct and control the manner and conditions under which the Assignment is to be performed subject to the obligations, duties and regulations (whether statutory or otherwise) relating to the place, nature or system of work;
- b) the Client will be responsible for all acts and omissions of any Staff whether wilful, negligent or otherwise;
- c) Stafflink shall not be liable under any circumstances whatsoever for any loss, damage or expense howsoever occasioned, suffered or incurred by the Client arising from or in any way connected with the actions of Staff provided to the Client or arising out of any delay or failure to refer Staff to the Client; and
- d) the Client indemnifies and agrees to indemnify and keep indemnified Stafflink against all liabilities, losses, costs, expenses or damages suffered or incurred by Stafflink and/or the Client (direct, indirect or consequential) arising out of or in connection with any act or omission of Staff whilst on Assignment to the Client.

7.2 The provisions of this clause 7 shall continue to have effect and be binding upon the Client and its successors notwithstanding that the contract to which these Terms and Conditions apply has been fully performed.

## **8. Insurance**

8.1 Staff provided to the Client are not covered under the insurance policy of Stafflink. In the event Staff are required to handle valuables, cars, cash, machinery, documentation or equipment whether on or off the premises of the Client, the Client will immediately make arrangements for Staff to be endorsed on the insurance policy of the Client with appropriate cover for the specific circumstances. On no condition will Stafflink be held liable for any losses incurred as a result of the Client's failure to insure Staff.

8.2 Any Staff assigned to the Client shall not be required to use his/her own motor vehicle during an Assignment for Client purposes. Where Staff use their own motor vehicle for such purposes the Client will be liable for all loss or damage which is caused or suffered to the extent that such loss or damage is not covered by the Staff's own insurance cover.

## **9. Rates**

9.1 The chargeable rate for Staff (including allowances, if any) will be agreed between Stafflink and the Client prior to each Assignment.

9.2 The minimum Assignment length is four (4) hours per day unless otherwise agreed. A charge equal to four (4) hours at the hourly rate is payable on any Assignment with a duration of less than four (4) hours per day.

9.3 Stafflink reserves the right to vary the chargeable rate (including allowances, if any) at any time by giving notice of such variation to the Client.

## **10. Guarantee**

10.1 No charges will be incurred or invoiced if a Temporary proves to be unsatisfactory and Stafflink is informed and the Temporary moved within four (4) hours of the commencement of the Assignment.

10.2 Should any Temporary be found unsatisfactory by the Client at any time after the first four (4) hours of an Assignment, then Stafflink shall use its best endeavours to replace the Temporary. Full charges will apply.

## **11. Substitution of Temporary Employee**

Stafflink reserves the right to substitute one Staff for another should Stafflink determine (in its sole discretion) that the need has arisen.

## **12. Work Safety and Injuries**

12.1 The Client will instruct Staff in their specific safety instructions and procedures and furnish Staff with a safe place to work at all times including the supply of all safety equipment.

12.2 If Staff are injured whilst working for the Client, the Client will indemnify, and agrees to hold harmless, Stafflink in respect of any liability resulting from the injury including (but not limited to);

- a) any claims by Staff against Stafflink which arise under common law;
- b) any criminal penalties imposed on Stafflink under any Act, regulations or delegated legislation including the Health and Safety in Employment Act 1992; and
- c) any payments to be made by Stafflink under the Injury Prevention, Rehabilitation and Compensation Act 2001, including any increases in the levies paid by the Company under the Act as a result of the injury of the accident causing the injury.
- d) all Court costs and legal costs (on a solicitor/client basis).

## **13. Governing Law**

13.1 This Contract shall be governed by, and construed and interpreted in accordance with the laws of New Zealand.

13.2 This Contract shall be binding on and endure for the benefit of the successors of the Client and the successors and assigns of Stafflink.

Accepted by \_\_\_\_\_ on behalf of \_\_\_\_\_  
Signature Client

\_\_\_\_\_  
Date