

# order confirmation

## contractor, temporary or permanent, fixed term staff

The client engages Randstad Limited NZBN 9429037147334 ("Randstad") to carry out recruitment services and/or to source and supply temporary labour or contractor staff ("referred to as **Candidates or temporary workers or contractors**"), to perform work under the Client's supervision and management. The below is deemed accepted by the Client by virtue of each request for, interview with or Introduction of a Candidate, or the passing of any information by the Client about such workers to any third party and shall prevail over any conflicting terms and conditions put forward by the Client.

<b>Client name and NZBN/NZCN:</b>			
<b>Address:</b>			
<i>As an authorised representative of the Client, I accept for and on behalf of the Client:</i>			
<b>Signed:</b>			
<b>Name:</b>		<b>Date:</b>	

### 1. Placement fee – permanent recruitment

If the Client offers to employ a Candidate (irrespective of the position) within 12 months of Randstad introducing (in any way, whether directly or indirectly, including a Randstad staff member and where Randstad introduced the Candidate to the Client and (in breach of confidence or otherwise) the Client passes the details of the Candidates to a third party (including its subsidiaries, affiliated or related companies) that subsequently offers to employ the Candidate) a Candidate to the Client, the Client will pay Randstad a Placement Fee (and notify Randstad within 48 hours), calculated as a percentage of the Salary Package as per the schedule of fees attached, or the fees as notified by Randstad (payable within 14 days from date of invoice). Randstad will charge the full time equivalent Placement Fee for a Part-Time Placement (with no pro-rating). For the avoidance of doubt, a Candidate includes a Randstad (or an affiliated entity) staff member.

### 2. Placement Guarantee (permanent placement only)

- 2.1.** If a Candidate placed in a permanent role by Randstad leaves the Client's employ within 3 months of commencement (the "**Guarantee Period**"), Randstad will endeavour to find a replacement at no additional charge (the "**Placement Guarantee**"), as long as the following conditions have been met: (a) the Client paid the Placement Fee when due; (b) the Client gave written notice; (c) the original job description and assignment specification do not alter (including workplace, statutory/regulatory conditions implemented after the date of placement); (d) cessation of the employment was not due to restructuring of the role, retrenchment or redeployment or grievance against the Client; and (e) Randstad is given the exclusive recruitment opportunity to find a replacement Candidate for at least 4 weeks.
- 2.2.** If Randstad is unable to source a replacement, it will (at the Client's discretion) continue to try to find a replacement or credit the Client's account the Placement Fee, or a portion of the Placement Fee in accordance with the schedule of fees or as communicated to Client. The credit will be valid for 12 months from the date it is raised. No Placement Guarantee is provided for a Candidate who has been placed in a permanent role where a Placement Guarantee has already been called on or where the Candidate was previously engaged as a Contractor or Temporary Employee or on a fixed term placement.

### 3. Fixed term placements

A Placement Fee for fixed term placements will be charged on a pro rata basis (on the basis that the full Placement Fee is payable for a period of 12 months or more). If the Candidate is subsequently offered a permanent position, the Client will be charged the balance of the full Placement Fee amount hereunder. If the fixed term placement is extended, but not fully converted to a permanent position, the Client will be invoiced a further pro rata amount based on the additional period the Client intends the Candidate to continue. This arrangement will be repeated until the amount of the Placement Fee for a permanent placement has been invoiced and paid. For fixed term placements of less than 6 months there will be a minimum pro rata charge of 50%.

### 4. Fixed Term Assignments

- 4.1.** Where Randstad engages a Candidate on a fixed term or permanent contract at the Client's request, the Client agrees to: a) Provide Randstad with at least 1 months' notice of any changes to the Candidate's assignment, including (but not limited to) changes to the working pattern or ending of an assignment prior to the agreed expiry date of the assignment. This clause operates to the exclusion of any other Notice provision.
- 4.2.** The Client will reimburse Randstad for any costs associated with notice and/or redundancy in a lump sum should the assignment end earlier than the booking term.
- 4.3.** The Client will not allow the Candidate to perform any work beyond the booking end date without express written authorisation from Randstad.

### 5. Retained assignment and executive search

For any retained or executive search assignments a fee of 25% of the applicable total salary package will apply, or such other amount specified in the Fee Schedule. A non-refundable service fee of one third of the reasonable estimation of the Placement Fee will be invoiced on acceptance of a retained or executive assignment and must be paid by the Client in order for the next stage of the recruitment process to continue. An invoice for the second third of the fee will be raised at presentation of the shortlist and an invoice for the remainder of the Placement Fee will be invoiced at the time of the successful placement.

### 6. Placement rate – temporary recruitment

- 6.1.** The Client agrees to pay Randstad a Fee/Rate for the services of the Candidate for all hours, days or weeks engaged, from the time the Candidate commences duties (out of pocket expenses to be itemised separately and are payable by Client). Fees/Rates will be as per the schedule of fees attached, or the fees as notified by Randstad upon assignment.
- 6.2.** There will be a minimum daily booking fee of 4 hours for a Candidate.
- 6.3.** Fees will be invoiced weekly and are payable to Randstad within 7 days from the date of invoice.
- 6.4.** The Client must pay the fee to Randstad according to the number of hours engaged by a Candidate.
- 6.5.** Randstad requires at least 8 hours' notice of cancellation or postponement of any Candidate assignment.
- 6.6.** Randstad may vary the fee at any time (including retrospectively) to reflect: changes to CPI or market rates; shift penalties, overtime rates, allowances or other rates payable pursuant to any award, agreement or rate of pay applicable; and statutory charges, levies, taxes, insurances or other payments including on-costs Randstad is lawfully required to make or for which Randstad may become liable related to providing a Candidate hereunder.
- 6.7.** Fees/Rates are calculated off the candidate's pay rate plus statutory on-costs, e.g. annual leave, KiwiSaver, sick leave, ACC, Statutory holidays, Domestic violence leave etc.

## 7. Education Division

In respect of Education Division placements, Client must review and approve Candidate weekly timesheets by 4pm on the Monday following submission of the timesheet to it (the "Timesheet Review Period"). During the Timesheet Review Period, the Client may approve or where there are reasonable grounds, reject part or all of the time recorded on the timesheet. Unless the Client has rejected the timesheet in accordance with this clause, all remaining unapproved timesheets will be deemed automatically approved at the end of the Timesheet Review Period in order to ensure timely payment to the Candidate. If the Client later wishes to dispute an invoice in respect of auto-approved timesheets, it must notify the Credit Team (as specified on the relevant invoice) within 14 days of the date of the Invoice. The Client agrees to pay all invoices which are not notified to Randstad as in dispute within the timeframes specified here.

## 8. Further contracting or employment

If the Client engages a Candidate in any capacity, whether directly or indirectly (including where the Candidate is transferred or re-engaged by a subsidiary or associated company or transferred to another supplier of recruitment services), while they are performing the relevant assignment or within 12 months after they have last performed a similar assignment for the Client, the Client must pay to Randstad the usual permanent Placement Fee in respect of the Candidate as set out above. In the event that the Placement Fee cannot be accurately established, the fee will be 160 times the hourly rate at which the Candidate was last supplied to the Client by Randstad. For the avoidance of doubt, a Candidate includes a Randstad (or an affiliated entity) staff member.

## 9. Other

- 9.1. From the time a Candidate reports to take up duties, they are under the supervision, direction or control of the Client for the duration of the assignment. The Client agrees to be liable for all their acts, errors or omissions (wilful, negligent or otherwise) as though the Candidate was employed by the Client and the Client will, comply with relevant statutes, by-laws and legal requirements including ensuring the health and safety of the Candidate in all respects. The Client agrees to indemnify Randstad from any liabilities, losses or claims incurred or suffered as a result of the engagement of, or acts or omissions by the Candidate whatsoever. However, nothing contained or implied herein will be deemed to define the Candidate as an employee of the Client for any other purpose or purposes.
- 9.2. Randstad's total liability whether in contract, tort (including negligence) or otherwise shall be limited to 100% of the fees which are paid at the time that the liability arises. This clause survives termination of any agreement between the Parties.
- 9.3. Neither Party will be liable to the other for any indirect or consequential losses including loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.
- 9.4. Randstad's obligation to indemnify will be reduced proportionally to the extent that any negligent, wilful or unlawful acts or omissions of Client or third party caused or contributed to any loss or damage.
- 9.5. Each Party agree to hold information of the other that is notified as being confidential or can be reasonably regarded as being confidential, in confidence, and will not disclose such information without the consent of the other Party unless required by law or it has already been made available to the public other than through a breach of this clause. The client undertakes to comply with all relevant privacy and data security laws. The Client is required to respect and protect the privacy of Candidates at all times.
- 9.6. Randstad may freely assign receivables due to it.
- 9.7. All fees are subject to GST.
- 9.8. Client warrants that the provision of services and payment hereunder shall not result in breach of any trade, economic or financial sanctions or Modern Slavery laws or regulations.
- 9.9. Randstad will endeavour to provide accurate information such as qualifications and experience, but cannot accept responsibility for any loss in connection with the Introduction of the Candidate, the Candidate's subsequent employment or otherwise. Client agrees to satisfy itself of the suitability of any Candidate introduced to it by Randstad. Client agrees that it will investigate references, and satisfy itself regarding any medical requirements, qualifications, and working rights as it may see fit including where such investigations are undertaken by Randstad on the Client's behalf.
- 9.10. Randstad will not be liable for any loss, expense, damage or delay arising from any failure to provide any particular Candidate for all or part of the period of the assignment.

- 9.11. Client warrants that by it requesting Randstad to submit Candidates, the Client confirms that they have already considered all their 'internal database' candidates, or candidates known to them through advertising or social media networks. As a result, any Candidate referred by Randstad, who is then engaged, incurs the Placement Fee, regardless of whether the Candidate is subsequently found in the Client's internal database or networks after being Introduced.
- 9.12. Under the relevant Work Health and Safety ("WHS") laws including the Health and Safety at Work Act 2015, Randstad and the Client have mutual obligations in ensuring the health and safety of Randstad Contractors and Temporary Employees. The Client acknowledges and agrees it has a duty of care to the Contractor or Temporary Employee and must ensure the provision of: a safe workplace; a safe work system; adequate supervision and training; an induction to site and equipment, including amenities and evacuation procedures; and elimination of hazards and controlling risks to health and safety.
- 9.13. The Client agrees to notify Randstad of any changes to the workplace, place of work or tasks to be performed by the Contractor or Temporary Employee.
- 9.14. The Client shall not allow the Contractor or Temporary Employee to carry out work on a site or on equipment considered unsafe by any Party, or where the Contractor or Temporary Employee does not have the appropriate qualifications or previous experience and has not received adequate training.
- 9.15. The Client shall notify Randstad of any injuries to the Contractor or Temporary Employee and notify the relevant authority of any serious injuries.
- 9.16. The Client agrees to hold Randstad harmless from any penalty or cost issued or incurred by Randstad due to the negligence or breach of any statutory obligation by the Client.
- 9.17. Randstad will take every opportunity to ensure that the Contractor or Temporary Employee 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 Employee does not commence work unless wearing the correct personal protective equipment for the intended task.
- 9.18. The Client must so far as is reasonably practicable consult, cooperate and coordinate with Randstad, its Contractors and Temporary Employees so as to achieve effective coordination of activities to ensure optimal work health and safety risk management and enable Randstad and its Contractors and Temporary Employees to comply with respective obligations under all relevant WHS laws.