



Westaff®

Focused HR Solutions
WESTAFF (NEW ZEALAND) PTY. LTD.

TEMPORARY: _____
 (MR/MRS/MS/MISS) (SURNAME) (GIVEN NAMES)

POSITION IN COMPANY: _____

COMPANY: _____ WEEK ENDING _____

ADDRESS: _____

DAY/DATE	TIME COMMENCED	TIME FINISHED	MEAL BREAKS	TOTAL HOURS	HOURS WORKED			
					NT	T 1/2	T2	—
MONDAY / /								
TUESDAY / /								
WEDNESDAY / /								
THURSDAY / /								
FRIDAY / /								
SATURDAY / /								
SUNDAY / /								
TOTAL HOURS								

IS BOOKING CONTINUING NEXT WEEK? YES NO

AUTHORISED EXPENSES/ALLOWANCES

DATE	DETAILS	KM	PAY	CHARGE	TOTAL (\$)
TOTALS					

TEMPORARY TO COMPLETE
Branch worked for:
Temporary Code No:

Temporary Certification

I have worked the above hours and no injuries were sustained. I have not accepted a position, permanent or temporary, and will not do so with any Westaff client without informing Westaff beforehand. I am aware that my hourly rate includes a loading for holiday and sick pay, and that I am only paid for actual hours worked.

Temporary's Signature:

.....

NOTE: Remuneration will not be paid without a time sheet signed by both you and the client.

Client Authorisation

* Please sign this form to verify that the hours stated are correct and the work performed in a satisfactory manner. We/I have read and agree to the terms and conditions hereon and on THE REVERSE SIDE hereof.

I realise that the temporary named on this time sheet is a valued temporary of Westaff and that in the event of the temporary being offered a position in this company/department, within a 12 month period (unless otherwise specified under special terms & conditions) of the last day of the temporary assignment with us, we are liable to pay a permanent placement fee at the current rate to Westaff.

Client's Signature:

.....

Name:

Position:

PLEASE FAX TO YOUR RELEVANT BRANCH:-

AUCKLAND

Tel: (09) 525 5990 Fax: (09) 525 5998

DUNEDIN

Tel: (03) 477 7744 Fax: (03) 479 0681

WELLINGTON

Tel: (04) 473 4361 Fax: (04) 499 0261

INCOMPLETE, INACCURATE OR ILLEGIBLE TIME SHEETS MAY CAUSE YOUR PAY TO BE DELAYED

*SEE REVERSE SIDE FOR TERMS AND CONDITIONS

WHITE - PAYROLL COPY

YELLOW - CLIENT COPY

GREEN - TEMPORARY COPY

Westaff (NZ) Ltd

TERMS AND CONDITIONS OF BUSINESS

TEMPORARY DIVISION

PARTIES

- 1 Westaff (NZ) Ltd ("the Company")
2 ("the Client")
(collectively referred to as "the parties")

BACKGROUND

- A The Company provides temporary staff ("Temporary" or "Temporaries") to individuals and organisations on temporary assignments ("Assignment" or "Assignments").
B The Client requires the Company to provide from time to time the services of Temporaries on the following terms and conditions ("Terms and Conditions").

1. ACCEPTANCE

- These Terms and Conditions apply to all Assignments, subject to any variation recorded in writing and agreed to by the parties.

2. ADDITIONAL AND IMPLIED TERMS

- 2.1 These Terms and Conditions (subject to variation under clause 1) and the terms agreed in respect of each Assignment comprise all of the terms, representations and warranties between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
2.2 All implied terms, conditions and warranties are expressly excluded from this contract to the fullest extent permitted by law.

- 2.3 All representations, warranties or commitments made by either party agent or representative must be first authorised in writing by a manager or person of authority in either party. Neither party shall be bound by any unauthorised statement.

3. RATES

- 3.1 The rate to be charged for a Temporary will be as per attached rate schedule for positions stated otherwise the rate will be as per agreed between the Company and the Client prior to each Assignment, subject to rights of variation provided under this contract.

- 3.2 A minimum charge equal to four (4) hours at the hourly charge out rate agreed for the Temporary is payable for each day of an Assignment where an Assignment is less than four (4) hours long. Otherwise the hourly charge is the rate agreed.

- 3.3 The Company may vary the rate to be charged for a Temporary with the prior agreement of the client.

- 3.4 The Company is responsible for paying Temporaries holiday pay.

- 3.5 In addition to the charges, the Client will pay GST and any other taxes which relate to an Assignment (except PAYE tax and ACC levies).

4. PAYMENT

- 4.1 The Client will pay all charges invoiced by the Company within 7 days of receipt of the invoice. The Company may charge interest calculated on a daily basis at 5% above its own bank's base lending rate if payment is not made by due date.

- 4.2 Any payments to be made under this agreement are exclusive of GST (if any) and any GST must be added and paid by the person to whom the goods and services are provided.

- 4.3 The Company may vary the interest rate at any time by notifying the Client.

- 4.4 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 the Company by the Client.

- 4.5 Should the Company need to recover outstanding debt from the Client, the Client will be responsible for any charges incurred in the recovery process. The Company reserves the right to terminate credit and recover payment of debt collection, recovery or legal costs. The Company reserves the right to withdraw placement of temporaries if credit is not approved.

5. FURTHER ENGAGEMENT

- 5.1 Where, within twelve months of the termination of an Assignment or the most recent referral of a Temporary to the Client:

- (a) The Client engages the Temporary as an employee or as an independent contractor; or

- (b) The Client introduces the Temporary to another person or organisation and that person or organisation engages the Temporary as an employee or as an independent contractor

the Client will pay a fee calculated in accordance with the Company's schedule of charges for permanent or temporary staff (as appropriate), at agreed rates.

6. TEMPORARY TO PERMANENT EMPLOYMENT

- 6.1 Should the Client wish to employ the Temporary on a permanent basis an agreed fee structure will apply.

7. CANCELLATIONS

- 7.1 Any cancellation of an Assignment by the Client must be advised to the Company at least twenty-four (24) hours before the Assignment is due to commence.

- 7.2 If the Client fails to advise the Company of a cancellation within twenty-four (24) hours of the commencement of an Assignment, the Client will be liable to pay to the Company a fee equal to four (4) hours at the hourly charge out rate of the Temporary.

8. LIABILITY

- 8.1 The Company makes every effort to ensure that the Client is satisfied with the provision of services under an Assignment. However, the Client:

- (a) Will supervise the Temporary while on Assignment; and

- (b) Is responsible for all acts and omissions of a Temporary while on Assignment.

- 8.2 The Company will not be liable for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Temporary while on assignment, or any subsequent and consequential loss, or from any delay or failure by the Company to refer a Temporary to the Client.

- 8.3 The Client indemnifies the Company against any loss, damage or expense suffered by the Company arising from any act or omission of a Temporary on Assignment to the Client 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.

- 8.4 The provisions of this clause 8 continue to bind the parties after any Assignment has ended.

9. INSURANCE

- 9.1 The Temporary is not covered under the Company's 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.

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

- 9.3 However, where the Temporary uses his or her own vehicle for the purposes of an Assignment, the Client agrees Westaff will not be liable to the client in respect of any damage, loss or liability of whatsoever nature or kind, however caused, to the Client's premises or third party caused by the use of the Temporary's motor vehicle.

10. GUARANTEE

- 10.1 Should a Temporary be found unsatisfactory by the Client on reasonable grounds:

- (a) Within eight (8) hours of the start of an Assignment and the Company is informed within that time, no charges will be incurred by the Client in respect of that Temporary;

- (b) After the first eight (8) hours of an Assignment, the Company will use its best endeavours to replace the Temporary, but normal rates will be charged.

- 10.2 The guarantee in clause 10.1 applies where all money owing under these Terms and Conditions has been paid.

11. STATUTORY DAYS

- 11.1 The Company pays all temporaries statutory holiday pay if they would normally have worked when a statutory holiday falls. This is in full compliance with the Holidays Act.

- 11.2 As Statutory Days fall throughout the year, the charge for Statutory Days will be charged to the Client as they arise. The charge is made and payable only should that statutory holiday have been a normal working day for the temporary assigned to the Client.

- 11.3 Should a temporary be required to work on the Statutory Day, this will be charged to the Client at Time and a Half plus time in lieu as per the Holiday Act.

12. SUBSTITUTION OF TEMPORARY EMPLOYEE

- 12.1 The Company, in its sole discretion, may substitute one Temporary for another on any assignment.

13. COMPLIANCE WITH LEGISLATION

- 13.1 The Client agrees to provide a safe workplace for the Temporary and will comply with all legislative and regulatory requirements relating to employees, including but not limited to health and safety, human rights and the Employment Relations Act 2000.

- 13.2 If the Temporary is injured, or subjected to any breach of any statute while on Assignment with the Client, the Client will indemnify the Company in respect of any liability resulting from the injury, or breach including (but not limited to) any:

- (a) Claims brought by the Temporary against the Company arising out of their employment relationship (i.e. under the Employment Relations Act 2000);

- (b) Penalties imposed on the Company under any Act or Regulation including all costs which the Company may incur or sustain including costs of reparation which may be ordered, in relation to claims or proceedings brought under the Health and Safety in Employment Act 1992 irrespective of whether the injury or breach occurred whilst the Temporary was working at the Client's premises or at another location at the Client's request, except that such indemnity shall not include fines and/or infringement fees;

- (c) Payments to be made by the Company under the Injury Prevention, Rehabilitation, and Compensation Act 2001, including any increases in Accident Insurance levies paid by the Company under the Act as a result of the injury or the accident causing the injury.

14. NATURE OF RELATIONSHIP BETWEEN TEMPORARY AND COMPANY

- 14.1 The parties agree that the Company employs the Temporary and that the Temporary while on Assignment does not become an employee of the Client.

15. DETAILS OF ASSIGNMENT

- 15.1 The Client agrees to provide to the Company the following details relating to the Assignment before the Temporary starts work on the Assignment:

- (a) a description of the work to be performed; and

- (b) an indication of where the Temporary is to perform the work; and

- (c) an indication of the hours to be worked by the Temporary; and

- (d) The Client's Health and Safety policies and/or procedures.

- 15.2 The Client understands that the above details in clause 15.1 (a)-(d) are required by the Company in order to comply with the requirements of the Employment Relations Act 2000.

- 15.3 The provisions of clause 15 continue to bind the parties after an Assignment has ended.

16 HEALTH AND SAFETY

- 16.1 The Parties recognise that both have obligations to the Temporary under the Health and Safety in Employment Act 1992. As the Temporary will be on the Client's premises in order to complete the assignment, the Client will ensure that the Temporary receives appropriate training and induction in the safe operation of any equipment needed to perform the Assignment, emergency procedures, and the safe performance of the Temporary's duties. The records of such training and induction shall be made available to the Company on request.

- 16.2 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.

- 16.3 The Client shall ensure that the Temporary wears and/or uses any protective clothing and/or equipment required in performing the Assignment.

- 16.4 The Client shall nominate a contact person with whom the Temporary may confer in the event of any health and safety issues or concerns.

- 16.5 The Client shall immediately inform the Company in the event of any incident, accident or near-miss involving the Temporary.

- 16.6.1 In the event that the Company (in its sole discretion) believes that a hazard is or arising in the Client's premises or operations poses an unacceptable risk to the health and/or safety of the Temporary, the Company 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 this agreement). If within a reasonable time the hazard is not eliminated, isolated or minimised to the Company's satisfaction, the Company shall be entitled to terminate the Assignment, and the Client shall pay the late cancellation fee set out in Clause 7.2 of this Agreement.

17 PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

- 17.1 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 if 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.

- 17.2 If the Temporary wishes to provide his or 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.

- 17.3 The Company agrees to provide in the Temporary's Employment Agreement for the Client to charge the Temporary a bond, repayable upon the return of the clothing and/or equipment.

18. GOVERNING LAW

- 18.1 These Terms and Conditions are governed by New Zealand Law.

- 18.2 These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of the Company.

- 18.3 The Client may not assign this agreement without the prior written consent of the Company.