



good to know you

# terms of business



Staffing | Professionals | Executive | HR Solutions | Inhouse Services

# terms of business australia



## Welcome to Randstad

Randstad is one of the world's leading recruitment and HR services companies. Our vision both locally and globally is to be the number one in matching the demand for and supply of labour and HR services. Everyday through a global branch network of over 5,400 offices with 34,000 employees, we help 700,000 people find meaningful work.

Our company mission is "Shaping the world of work". We contribute to society everyday - we work with all our stakeholders to create and match demand in jobs, giving people access to fulfilling and ethically sound work.

Besides a passion for helping others, part of what makes Randstad a leader in the staffing and HR services industry is that we have a clear vision on how to always deliver the best. For our clients, this means in every branch in every country, we guarantee excellence in service delivery.

The management of Randstad Pty Limited in Australia would like to thank you for the opportunity to demonstrate our services and we look forward to sharing a successful and ongoing business relationship with your organisation.

## Doing Business with Us

Employment laws in Australia are extensive, so we encourage you to read Randstad's Terms of Business contained in this agreement. It details the rights and obligations we seek of the organisations we partner, to enable the delivery of the best quality recruitment and HR services solution for your business.

If you have any questions in relation to the information provided, please contact your Randstad consultant and they will provide you with a personal overview of our Terms of Business.

## Our Specialisations

Randstad has the capability to provide your organisation with a complete staffing and HR services solution. We recruit across a range of sectors and skills specialisations, including:

- accounting
- banking & financial services
- business support
- construction
- contact centre
- education
- health & community care
- human resources
- industrial, manufacturing warehousing & logistics
- information technology
- legal
- operations & engineering
- PR, communications & creative
- sales & marketing
- executive

## Parties:

**Randstad Pty Limited**  
("Randstad", "us", "we" or "our")

and

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("the Client", "it", "you" or "your").

### Definition of Terms

1. These terms and conditions are applicable to all capability lines of Randstad. Randstad provides recruitment services, flexible workers and on-hired employees and other employment related services including assessment centres, probity checking and part services.

2. The Client is anyone who requires the provision of staff on a permanent, fixed term contract or temporary basis, or other such employment related services.

3. Randstad agrees to provide services to the Client and the Client accepts the services on the terms and conditions set out in this agreement/Terms of Business.

4. The terms and conditions governing our relationship are set out in either the:

- (i) "Engagement of Permanent Staff Services" - relating to the employment of Permanent Staff; and/or
- (ii) "Engagement of Contractor Temporary Services" – relating to the engagement of flexible workers or on hired employees ("Temporary") or Contract Staff ("Contractor")

# engagement of permanent staff services

1. The words "engagement and/or engages" means employ or use, whether directly or indirectly through a third party, 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. These Terms of Business will apply to and in respect of every candidate introduced by us by any means and at any time to you, whether directly or through a third party. A candidate means a person who accepts an "engagement" in any capacity whatsoever within the twelve months of being introduced to the Client by us.

3. No offer of employment will be extended to a candidate sourced by us without written confirmation from you outlining the conditions of the offer of employment. The instruction to offer is again deemed as acceptance of all the terms and conditions as set out in this document.

4. We will make every reasonable effort to ensure that a candidate suits the Client's requirements. The end hiring decision is your's and therefore you as the Client accepts all liability for the appointment. We nor anyone acting on our behalf accepts liability for the accuracy of any information supplied in relation to candidates, whether this concerns employment history, work status, qualifications or personal circumstances or any other matter whatsoever.

### Fees, Payment & Invoicing

5. The fee (plus GST) payable by the Client, to us, for the introduction of a candidate who subsequently accepts an engagement is set out in the attached "Fee, Guarantee & Payment Terms" and forms part of these Terms of Business. The fee plus GST is payable within seven (7) days of the date of invoice (unless stated otherwise in the Fees, Guarantee & Payment Terms). The invoice will be raised on receipt of a signed "job offer confirmation" or written instruction to offer. The Client warrants that it will advise us immediately it engages a candidate.

6. The recruitment process for part-time positions is identical to that of a full time position. Therefore the fee payable will be calculated according to the gross annual salary package based on full time employment.

7. Recruitment of candidates outside Australia will attract an overseas recruitment fee, which will be determined based on the position type and the country where the candidate is sourced.

8. A firm quotation will be provided for each request for a permanent placement. For Retained Search assignments, Randstad will provide a customised recruitment and fee schedule.

#### Replacement Guarantee

9. If for any reason (other than redundancy/restructure or any change in the original job specification provided to us at the time of the appointment) the employee should resign or be terminated within the guarantee period (as set out in the Fee, Guarantee & Payment Terms), we undertake to provide a replacement candidate (once only). The Client must immediately notify us in writing of the resignation or termination. This clause will apply unless it is specifically excluded and/or modified by the provisions in the Fee, Guarantee & Payment Terms.

10. 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 candidate. 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 us.

Note: We issue credit notes only, we do not provide a refund.



We reserve the right not to replace the candidate in the event of employer misconduct including any of the following substantiated allegations: workplace bullying, harassment, discrimination, unfair dismissal, not providing safe working conditions or misrepresentation of position.

11. The credit note will remain valid for 12 months from the date it is raised.

12. If within twelve (12) calendar months of the termination of the original candidate 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.

#### Liability & Indemnity

13. Once a candidate commences employment with the Client, the candidate is subject to the Client's control and direction.

14. The Client agrees that we shall not be liable for any acts, omissions or errors of any candidate whatsoever, and by signing these terms you agree to indemnify and keep indemnified and keep us held harmless, from any liabilities, losses or claims incurred or suffered by us as a result of the engagement of, or acts or omissions of the candidate whatsoever. However, neither party will be liable to the other for any indirect or consequential loss. This clause survives termination.

15. We shall not charge any fee to the candidate.

16. We will not solicit or approach any candidate placed by us with a Client for a period of at least 12 months. However, this does not preclude us dealing with a candidate who directly approaches us.

# engagement of contractor / temporary services

1. Any request for a Contractor or Temporary for fixed periods or fixed tasks, or any short term engagement (called "assignments") at your premises or that are controlled by you, will be confirmed in writing by us.

2. We will be responsible for the payment of wages and other employment related payments and expenses to the Contractor or Temporary, unless stated otherwise in these Terms of Business.

3. If at any time during the currency of the assignment the Contractor or Temporary worker is guilty of gross misconduct, the Client has the option to request a replacement of the Contractor or Temporary on twenty four (24) hours notice. You will be liable to pay for all services rendered by the Contractor or Temporary up to the effective time of termination.

4. In any other circumstance where the Client wishes to end an assignment, you are required to provide the notice period stated in the Contractor Letter or Temporary Job Confirmation (whichever is applicable).

5. The Client acknowledges that any provision of any relevant Award applicable to the Contractor or Temporary shall be adhered to. Minimum bookings are for four (4) hours and a surcharge may apply to bookings not exceeding twelve (12) hours. The Client agrees to meet payment of, or reimburse us for payment of all wages, entitlements, overtime and penalty charges that apply to the hours worked or workable by a Contractor or Temporary.

## [Fees, Payment & Invoicing](#)

6. The Client will be obliged to pay the fee (plus GST) as set out in the Contractor Letter or the Temporary Job

Confirmation upon receipt of an invoice, or as set out in an invoice. Such invoice will be payable within seven (7) days of the date of the invoice (unless stated otherwise by us).

7. The Contractor or Temporary will submit a Client authorised weekly or monthly timesheet (this is a timesheet signed by the Client, whether an electronic (TESSA) or manually signed timesheet) to us for payment. An authorised timesheet is deemed acceptance of charges – being the time worked at the agreed rate for the Client plus any overtime (if applicable), travelling and / or any other incidental expense reimbursements. Randstad will submit invoices for charges, and any other appropriate costs and our fee, plus GST on a weekly or monthly basis dependent on the terms of engagement at the time of placement.

8. All timesheets signed by the Client shall be legally binding and invoices will be raised upon receipt on a weekly or monthly basis dependent on the payment cycle of wages.



### Liability & Indemnity

9. The Client will be responsible for all acts, errors or omissions on the part of the Contractor or Temporary, whether wilful, negligent or otherwise, and as a result, neither we nor anyone acting on our behalf will be held liable for losses, liabilities, expenses or damages suffered or incurred by you.

10. You agree to indemnify us for any losses, liabilities, expenses, claims or damages that we incur or suffer as a result of any actions or omissions of the Contractor or Temporary whatsoever. This clause survives termination.

11. You agree to notify us immediately if you engage a Contractor or Temporary in any capacity, whether directly or indirectly, or refer the contractor or temporary to any third party for employment during an assignment or within one (1) year of cessation of an assignment. In such case the Client will be liable to pay the fee as calculated under the Fee, Guarantee & Payment Terms within fourteen (14) days of the placement. In the event that the salary cannot be accurately established, the fee will be 160 times the hourly rate at which the Contractor or Temporary was last supplied to the Client by Randstad. In no circumstances will a replacement guarantee be available in respect of the Contractor or Temporary.

### Obligations and Acknowledgements

13. You will ensure that your premises are safe and do not expose the Contractor or Temporary to any risk of injury. You agree to comply with applicable health and safety legislation or regulations.

14. a) All Clients have a Duty of Care obligation to the Contractor or Temporary under the Occupational Health and Safety Act, Regulations, Code of Practices and Australian Standards, as appropriate, to ensure there is the Provision of:
- i) a safe workplace;
  - ii) a safe work system;
  - iii) adequate supervision and training;
  - iv) an induction to site and equipment, including amenities and evacuation procedures;
  - v) eliminating hazards and controlling risks to health and safety.
- b) The Client agrees to notify us of any changes to the workplace, place of work or tasks to be performed by the Contractor or Temporary.
- c) The Client shall not allow the Contractor or Temporary to carry out work on a site or on equipment considered unsafe by any party, or where the Contractor or Temporary does not have the appropriate qualifications or previous experience and has not received adequate training.
- d) The Client shall notify us of any injuries to the Contractor or Temporary and notify the relevant Authority of any serious injuries.
- e) The Client agrees to hold us harmless from any penalty or cost issued or incurred by us due to the negligence or breach of any statutory obligation by the Client.
- f) We will take every opportunity to ensure that the Contractor or Temporary 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 does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.
- g) We, as the Contractor's or Temporary's employer, have the rights and responsibility to act in consultation with the Client and Contractor or Temporary on health and safety within the work environment.

**General Provisions**

These general provisions are applicable to both the engagement of Permanent Staff and/or engagement of Contractor/Temporary workers:

- 1. Randstad and the Client are independent contractors and this agreement shall not be construed as creating a relationship of partnership, joint venture, or employment relationship.
- 2. This contract covers the entire agreement between the parties and no previous representation, undertaking or oral terms will form part of this contract.
- 3. This Agreement will be governed by the laws of the state or the territory where the services are provided (otherwise New South Wales) and the parties submit to the Courts of such state or Territory to determine any dispute.
- 4. Neither party will be liable to the other for any indirect or consequential losses, loss of profit, revenue, production, reputation or any special, punitive or exemplary damages.
- 5. Our liability under this agreement will be limited to the amount of one thousand dollars in the aggregate against any losses, liabilities, claims or demands. This clause survives termination.

- 6. a) Except as may otherwise be required by law, all representation, conditions and warranties (including any implied by law), and including any liability for negligence to the Client or any other person whatsoever, are hereby excluded, in respect of recommendations and appointments.
- b) We manage all candidate information in accordance with the provisions of the Privacy Act 1988 (Cth), full details of which are available on our website at [www.randstad.com.au](http://www.randstad.com.au). By signing this agreement you agree to comply with your obligations under the Privacy Act 1988 (Cth).

As a duly authorised representative of the organisation stated below, I hereby acknowledge that I have read, understand and agree to these Terms of Business.

Signed for and on behalf of:

.....  
(name of organisation)

ABN: .....

Signature: .....

Title: .....

Name in full: .....

Date: .....

# good to know you

More than a simple slogan, “good to know you” summarises in a few words a philosophy that drives our actions. It expresses our approachability, our desire to listen and our passion for people.

At Randstad, providing the best staffing and HR services means always doing more and always going further. This starts with continuously deepening our knowledge of the markets where we operate and understanding the present and future needs of our clients and candidates. The better we know our clients and candidates, the better we can match their needs, exceed their expectations and provide the best solutions.

In addition, “good to know you” is a promise based on true Randstad characteristics: our core values (to know, serve and trust), our work ethics and our knowledge of the staffing and HR services market. This is the promise we keep in every aspect of our services.

Good to know you.

