



good to know you

# terms of business



Staffing | Professionals | Executive | HR Solutions | Inhouse Services



# terms of business



## Welcome to Randstad

Randstad is one of the world's leading recruitment & 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 recruitment & 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 Agensi Pekerjaan Randstad Sdn. Bhd in Malaysia 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 Malaysia 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 staffing 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.

Please note, in November 2009 Agensi Pekerjaan Select Appointments (Malaysia) Sdn. Bhd changed its name to Agensi Pekerjaan Randstad Sdn. Bhd (Company No: 403507P).

## 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 & finance
- banking
- business support
- call centre
- human resources
- information technology
- logistics
- legal
- construction, property & engineering
- PR, communications & creative
- sales & marketing
- executive & interim management

# engagement of permanent services

## Definition of Terms

These Terms of Business apply to anyone within your organisation who requires the provision of staff on a permanent, fixed term contract or temporary basis, or other such employment related services.

These terms govern our relationship in either the:

1. "Engagement of Permanent Staff" – relating to the employment of Permanent Staff; and/or
2. "Engagement of Contractor or Temporary" – relating to the engagement of a flexible worker or on-hired employee ("Temporary") or Contract Staff ("Contractor").

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 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 your requirements. The end hiring decision is yours and therefore you accept all liability for the appointment. We do not accept 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 service fee) payable by you, to us, for the introduction of a candidate who subsequently accepts an engagement is set out in the attached Schedule and forms part of these Terms. The fee plus service fee is payable within fourteen (14) days of the date of invoice. The invoice will be raised on candidate start date.

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 not in Malaysia will attract an overseas recruitment fee, which will be determined based on the position type and the country in which the candidate is sourced. A firm quotation will be provided for each request for a permanent placement.

8. For Retained Search assignments, Randstad will provide a customised recruitment and fee schedule.

### Replacement Guarantee

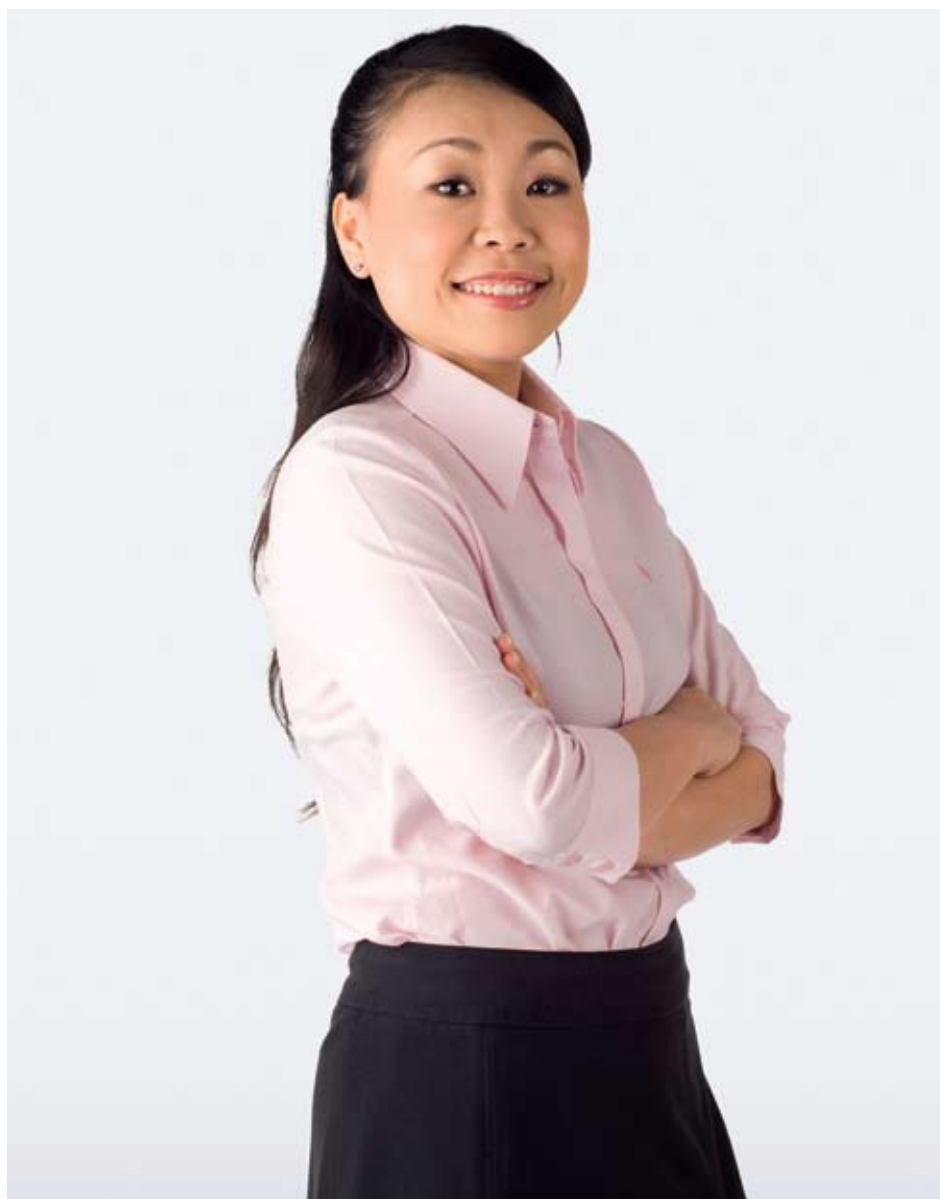
9. If for any reason (other than redundancy/restructure or any change in the original job specification provided to us at the time of the appointment) the employee should resign or be terminated within the guarantee period, we undertake to provide a replacement candidate (once only). You must immediately notify us in writing of the resignation or termination.

10. Your 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 your account applies only to the replacement of permanent employees and can only be used for the appointment of a permanent employee through Randstad.

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 you or any associated organisation, re-engages the candidate, the full Fee will again become payable. The same circumstances apply should you refer the candidate to another organisation who subsequently engages that candidate.



### Liability & Indemnity

13. Once a candidate commences employment with you, the candidate is subject to the clients control and direction.

14. You agree that we shall not be liable for any acts, omissions or errors of any candidate whatsoever whilst under your direction and control.

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 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 to the Contractor or Temporary, unless stated otherwise in these terms of business.

3. If at any time during the assignment the Contractor or Temporary worker is guilty of gross misconduct, you have the option to request a replacement of the Contractor or Temporary worker on twenty four hours notice

4. In any other circumstance where you wish to end an assignment you are required to provide the notice period stated in the Employment Act or the Contractor Letter or Temporary Job Confirmation (whichever is applicable) that we are required to give the contractor or temporary.

5. You agree to meet the cost of any statutory leave that is payable to, and/or leave that is otherwise agreed to between us in the Assignment Agreement including

but not limited to sick leave (Medical leave), annual leave, maternity leave or any other type of leave. This clause applies regardless of whether there is leave stipulated in the contract or not in accordance with the Employment Act for Malaysia.

## Fees, Payment & Invoicing

6. You will be obliged to pay the fee as set out in Contractor Letter or the Temporary Job Confirmation upon receipt of an invoice. Such invoice will be payable within fourteen (14) days of the date of the invoice.

7. By signing a timesheet submitted to you, you agree that the services have been provided as detailed in the timesheet and that the services match your request.

8. The Temporary or Contractor will submit a Client authorised weekly or monthly Time Sheet to us for payment. An authorised Time Sheet will be deemed to be acceptance of charges – being the time worked at the agreed rate for you 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 fees, on a weekly or monthly basis dependant on the terms of engagement at the time of placement.

9. All timesheets signed by you shall be legally binding and invoices will be raised upon receipt on a weekly or monthly basis dependant on payment cycle of wages.

## Liability & Indemnity

10. You 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.

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 you will be liable to pay the fee as calculated within seven (7) days of the placement. In the event that the salary cannot be accurately established, the Fee will be one month's salary at which the Contractor or Temporary Employee was last supplied to you by Randstad. In no circumstances will a replacement guarantee be available in respect of the Contractor or Temporary.

12. You agree to meet payment of any of the following items:

- a. Statutory Charges – EPF and SOCSO;
- b. Overtime Charges if applicable
- c. Transport or Accommodation costs, where pre-agreed
- d. All other charges outlined in the "Contractor/Temporary confirmation schedule"

#### 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. You agree;

- i. to only let the Contractor or Temporary carry out the duties agreed with us;
- ii. before changing the Contractor's or Temporary's duties you will first consult with us and obtain our agreement in writing;

#### General Provisions

These general provisions are applicable to both the engagement of permanent staff and/or engagement of contract/temporary workers,

- 1. This Agreement will be governed by the law of Malaysia and the parties submit to the Courts of Malaysia to determine any dispute. However, each party will first submit to mediation otherwise cost penalty.
- 2. 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.
- 3. 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.

These Terms are the basis of our agreement with regard to the provision of Contractor or Temporary and/or a Permanent Employee for your organisation. The parties agree to be bound by these Terms and the Terms are valid for 12 months from date of signing.

As a duly authorised representative of the organisation stated below, you hereby acknowledge that you have read and understand the Terms.

Signed for and on behalf of: \_\_\_\_\_  
(Name of organisation)

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 recruitment & 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 recruitment & HR services market. This is the promise we keep in every aspect of our services.

Good to know you.

[www.randstad.com.my](http://www.randstad.com.my)

Agensi Pekerjaan Randstad Sdn. Bhd (JTK 975) (Company No: 403507P)  
formerly known as Agensi Pekerjaan Select Appointments (Malaysia) Sdn.Bhd