

Fax: (09) 309 0963 or Post: PO Box 47 284 Ponsonby  
 Email: fili@jobswithsalt.com



Please fax, post or email this completed timesheet to **salt** (details above) by **6pm Friday** of the week worked. Please give an original copy to the client and retain a copy for your own records.

Your Name:	
Company Name:	
Reporting to:	

DAY	Date	Start Time	Finish Time	Less Lunch Break	Total Hours
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
<b>Total Hours for week</b>					

<p><b>Additional Comments</b>          *Please note that your lunch break should be subtracted from your total hours</p>
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<p><b>Temp Agreement</b>          I hereby certify that the hours shown above were worked by me on this assignment. I agree to treat all work performed by me on this assignment as strictly confidential at all times and no information gained during the course of this assignment will be communicated to any third party. I acknowledge my responsibilities with respect to health and safety whilst at work and my obligation to comply with <b>salt's</b> Health &amp; Safety Policy Statement (a copy of which I have received) and health and safety procedures introduced by <b>salt</b></p>	
Temp Signature	

<p><b>Client Agreement</b>          Please give this timesheet to your <b>salt</b> temp who should ensure that it is completed and a copy faxed to us on Friday. Retain a copy for your records and give one to your temp. I hereby certify that these hours are correct and I accept the terms and conditions set out on the reverse of this timesheet. Particularly, I am aware of my responsibility with respect to the health &amp; safety of the <b>salt</b> temp as set out in the terms and conditions</p>			
Client Signature			
Client Name		Client Title	

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## **salt Terms & Conditions of Service**

### **GENERAL**

"Client" refers to the person; organisation or firm to whom **salt** is to provide professional services in the form of recruitment of permanent staff, provision of temporary or contract staff or other consulting services.

These Terms and Conditions relate to the provision by **salt** of professional services to the client whether at the premises of **salt**, the client or clients designated premises and apply to every such transaction between the client and **salt** unless the client is advised in writing of any additions or alterations or until it is withdrawn by **salt**.

**salt** will provide professional services on these terms only, except where variations are agreed and confirmed in writing prior to the commencement of assignment. Acceptance of professional services from **salt** will be deemed to be acceptance by the client of these Terms and Conditions, notwithstanding anything contrary on the client order or in the enquiries.

**salt** will take all caution in providing accurate information to the client. However **salt** does not accept liability for the accuracy or completeness of information provided by a candidate or third party.

### **Governing Law**

Should there be a dispute between **salt** and a client the New Zealand courts will have exclusive jurisdiction.

### **Privacy Act Authorisation**

The client hereby authorises any person or company to provide **salt** with such information as **salt** may require in response to the client inquiries for credit from **salt**.

### **Goods & Services Tax**

Goods and Services Tax and any other tax and levies (other than PAYE & ACC in respect of temporary services) will be added to all fees and charges for services provided hereunder.

### **TEMPORARY SERVICES**

#### **Rates and Allowances**

The client agrees to pay **salt** the hourly rates and allowances for each assignment as agreed or as documented in a separate schedule. **salt** rates are inclusive of annual holiday pay entitlements, special leave and ACC levies.

#### **Guarantee – Working Together**

If a **salt** temporary does not meet the position expectations and **salt** is informed within 8 hours of the start of the assignment no charge will be incurred.

Should any **salt** temporary not meet the position expectations at anytime after the first 8 hours **salt** will look to provide a suitable replacement, subject to payment by the client in respect of the charges. The new **salt** temporary will be treated as a new assignment.

#### **Minimum Booking & Cancellations - A minimum booking time of 3 hours applies.**

**salt** appreciate that for whatever reason the client may need to cancel a booking. **salt** would like to be advised 24 hours prior to your **salt** temporary commencing with you. If you are unable to advise **salt** within the 24 hour period **salt** will charge you for 3 hours at the hourly charge rate of the temporary.

#### **Professional Services Fee & Guarantee – Temporary to Permanent placement**

The client agrees to pay **salt** the relevant Professional services fee, where the candidate introduced to the client by **salt** is; employed or engaged by the client or a third party where the client has made introductions on a temporary, contract or permanent basis within 6 months of introduction or termination with regards to a candidate on a temporary assignment. A guarantee may be applicable to these placements providing the client has participated in the **salt** after placement process and the invoice is paid within 7 days.

#### **Statutory Pay**

**salt** is obliged to pay its employees 1 days pay where a statutory holiday falls on a day which they would otherwise be working. When a temporary works on a statutory holiday, the client will be charged for the time worked at the agreed hourly rate as well as allowances, if any and for a lieu day if that temporary qualifies for such a day under the Holidays Act 1981 (the temporary will be paid at their agreed rate and will be given a days holiday on pay at a time to be agreed with the temporary).

#### **Health & Safety in Employment**

The client agrees it will take all practicable steps to ensure the health and safety of the temporary while at work at the premises of the client or the venue designated to be the workplace. The client further agrees they will comply with any codes of practice usually adopted in the client's industry pursuant to the Health & Safety in Employment Act 1992 (the Act) and any subsequent amendments, relevant to the Temporary's work.

In the event a temporary sustains an injury whilst working for the client, the client agrees that it will comply with all requirements of the Act. The client agrees to indemnify and hold **salt** harmless as a consequence of any claim made by a temporary whether or not pursuant to or in respect of any fine, court costs, legal costs and disbursements payable by **salt** as a consequence of any prosecution brought against **salt** pursuant to the Act relating to the employment of a temporary at the clients premises or designated work venue or for any damages claimed at common law.

#### **Liability**

The client agrees and acknowledges that: The client shall indemnify **salt** against all liabilities, losses or damages suffered or incurred by any third party (direct, indirect or consequential) arising out of or in connection with any action or omission of the temporary whilst on assignment to the client. The client shall supervise, direct and control the manner and conditions under which the assignment is to be performed subject to obligations, duties and regulations (whether statutory or otherwise) such as those relating to the place, nature or system or work.

**salt** shall not be liable under any circumstances whatsoever for any loss, damage or expense however occasioned, suffered or incurred by the client arising from or in any way connected with the actions of the temporary on assignment to the client. The client will be responsible for all acts and omissions of any temporary whether willful or negligent and whether occurring on or off the premises of the client or the designated work venue.

The client shall indemnify **salt** against any liability, loss damages or expenses arising out of any claim or complaint by the temporary relating to any assignment with the client.

#### **Insurance**

The temporary is not covered under any Insurance policy of **salt**. In the event the temporary handles cash, cars, valuables, documentation or equipment whether on or off the premises of the client the client will immediately make arrangements for the temporary to be endorsed on the clients insurance policy.

The temporary shall not be required to use his/her own motor vehicle during an assignment. If the temporary uses his/her own motor vehicle during the assignment 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 temporary's insurance.

#### **Payment**

All fees and charges are payable within seven days. Time of payment is paramount and is the essence of the service we provide.

No purported claim or dispute raised by the client is grounds for the client withholding payment of any monies due to **salt** from the provision of professional services, nor shall such purported claim or dispute confer on the client any right to offset payment due to **salt**.

If it is necessary for **salt** to seek legal remedies to obtain payment of amounts owed to **salt** by the client, the client agrees to reimburse **salt** for all of its legal expenses when **salt** is successful in obtaining judgment against the client for outstanding monies.

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