

TEMP AGREEMENT

Week Ending Date: _____ Company: _____

CONTACT: _____ PHONE: _____

Temp Name: _____

Classification: _____

I hereby certify that the hours shown were worked by me on this assignment.
 I also agree to treat all work performed by me on this assignment as strictly confidential.

Temp Signature: _____

NOTE: It is the temp's responsibility to complete and return timesheets to Martin Personnel by Friday of each week for processing.

	Morning From – To	Lunch Break From - To	Afternoon From – To	Evening From – To	TOTAL HOURS
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

TOTAL HOURS FOR WEEK _____

PLEASE TICK appropriate box if you are experiencing any discomfort in the following areas as a result of your employment duties

BACK NECK ARMS WRIST HANDS LEGS/FEET FATIGUE/STRESS

PAYMENT: Temporary invoices are payable within seven days.

I hereby certify that these hours are correct.

CLIENT SIGNATURE: _____ TITLE: _____

PLEASE NOTE that the signing of this timesheet denotes acceptance of the hourly rate quoted, and the terms and conditions on the next page.

Guarantee

No charge will be made if a temporary proves unsatisfactory and Martin Personnel Limited is informed within 4 hours of commencement of assignment

Client Employment

Should a Temporary be employed permanently or temporarily by a client within 6 months of completing an assignment, a full placement fee is due (the equivalent of 10% of the annual salary being paid to the temp).

Should a Temporary leave within 1 month of commencing permanent employment the difference between the permanent fee and the accumulated hourly rate that would have been paid will be refunded. The refund only applies if the placement fee has been paid within 14 days of the commencement of permanent employment.

A full placement fee will also be charged should a Temporary be directly employed permanently by the client.

The client agrees that it shall not for a period of ninety days following or during services being provided pursuant to agreement hire or employ any person who was a staffing provider of Martin Personnel Limited, or accept the assignment of this person by another temporary employment firm.

Payment

(a) The Client will pay all charges invoiced by the Company within seven (7) days of receipt of the invoice unless otherwise negotiated and agreed to in writing by Martin Personnel Limited Management. Our staff are paid weekly at time of invoice; it is therefore essential that you pay our invoices immediately on receipt to ensure payment is received by us within seven (7) days. 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. Any deviation from these terms requires approval of Martin Personnel Limited Management.

(b) 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.

(c) The Company may vary the interest rate at any time by notifying the Client.

(d) 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.

(e) The Company may withdraw any of its Temporary Staff on Assignment with the Client at any time if the Client does not comply with these Terms and Conditions.

(f) If Martin Personnel Limited incurs costs in using a Collection Agency to recover outstanding accounts, Martin Personnel Limited will first re-invoice the Client seven (7) days prior to sending the debt to the Agency. The new invoice will include 2% interest penalty for the unpaid debt (calculated at 2% per 30 days past due date) as well as 15% Collection Agency debt recovery fee.

Minimum Assignment

Minimum booking is four hours.

Temporary Rates

Rates are open for adjustment to cover penalty and overtime considerations, and are subject to alteration without notice.

Liability

Whilst every effort is made by the Company to give satisfaction to the Client when introducing a Temporary, the Client acknowledges and agrees that:

(a) The client shall supervise, direct and control the manner and conditions under which the assignment is to be performed subject to the obligations, duties and regulations (where statutory or otherwise) relating to the place, nature and system of work.

(b) The Client will be responsible for all acts and omissions of the Temporary whether willful, negligent or otherwise.

(c) The Company shall not be liable under any circumstances whatsoever for any loss, damage or expense howsoever 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 or arising out of any delay or failure to refer a Temporary to the Client.

(d) The Client hereby indemnifies and agrees to indemnify and keep indemnified the Company against all liabilities, losses, costs, expenses or damages suffered or incurred by the Company and/or Client (direct, indirect or consequential) arising out of or in connection with any action or omission of the Temporary whilst on Assignment to the Client.

Health & Safety

Please refer to clauses 7 to 8 of Martin Personnel Ltd's comprehensive terms and conditions of business (please contact Martin Personnel Limited if a copy is required).

Accident Compensation

The Client agrees that it will furnish the Temporary with a safe place to work in compliance with the Health and Safety in Employment Act 1992.

An acceptance of a Temporary employee through Martin Personnel Limited is deemed to be acceptance of these conditions.