



**THE TEMP COMPANY**  
PEOPLE. PERFORMANCE. DELIVERED

# **CLIENT TERMS & CONDITIONS**

THE TEMP COMPANY POLICY



# TERMS & CONDITIONS

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## TERMS AND CONDITIONS OF BUSINESS

The Temp Company, a division of Men at Work Ltd (Hereafter referred to as "TTC")

### 1. Acceptance of Terms

These terms apply when you engage TTC to supply temporary traffic management staff. Acceptance is confirmed either by:

- Signing these terms, or
- Engaging a TTC-supplied worker.

These terms replace any previous agreement and apply to all future assignments unless agreed otherwise in writing.

### 2. Relationship Between Parties

- TTC supplies traffic management personnel to you, the client, on a casual basis.
- While on assignment, TTC staff work under your day-to-day supervision, direction, and control.
- TTC remains the employer and retains the right to manage its employment relationship.

### 3. Responsibilities of TTC

- Source and supply trained TTM workers.
- Pay wages, holiday pay, KiwiSaver, PAYE, and other entitlements.
- Provide basic PPE as standard.

### 4. Responsibilities of the Client

You agree to:

- Provide a safe working environment.
- Induct TTC staff into your health and safety procedures.
- Supervise, instruct, and monitor TTC staff on site.
- Ensure TTC staff are only performing duties within their assigned scope.
- Treat TTC staff as you would your own employees while they are on assignment.
- Accept liability for any damage or cost arising from the actions or omissions of TTC staff.
- Not engage in any behaviour that would expose TTC to a personal grievance under the Employment Relations Act 2000.

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## 5. Conduct and Site Behaviour

All TTC staff are subject to a Code of Conduct and are expected to behave professionally, respectfully, and in accordance with site rules at all times while on assignment.

Clients may request the removal of a TTC staff member from site due to serious concerns relating to conduct or performance. TTC will review such requests in good faith and take appropriate steps, which may include reassignment, disciplinary action, or removal from future placements.

## 6. Health & Safety

- You must ensure full compliance with the Health and Safety at Work Act 2015.
- All incidents, near misses, or unsafe conditions involving TTC staff must be reported to TTC immediately.
- You must nominate a H&S contact person for TTC staff.
- Agree to separate Health and Safety Document

## 7. Hours, Minimum Charge, and Cancellations

- Minimum daily charge is four (4) hours per staff member.
- Cancellation notices must be given:
  - 24 hours prior for nightshift work
  - 12 hours prior for dayshift work
- If cancelled inside these timeframes, the minimum charge will apply.

## 8. Timesheets and Invoicing

- Staff hours will be logged through MyTTM (digital timesheet system). Clients may request paper forms as additional backup.
- Invoices are issued weekly and due within 7 days of receipt.
- Late payments may incur interest and/or result in withdrawal of TTC staff.

## 9. Conversion to Direct Hire

If you or a related third party wish to employ a TTC worker directly:

- If the worker has completed fewer than 750 hours with you, a conversion fee will apply.
- The fee will be calculated as a percentage of a notional salary based on 40 hours/week at \$25/hour.
- No fee applies after 750 hours worked.

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## 10. Insurance

- TTC staff are not covered under TTC's liability insurance while on your site.
- You are responsible for ensuring appropriate cover is in place.

## 11. Limitation of Liability

- TTC is not liable for any loss, damage, or cost incurred by you resulting from TTC staff conduct or from failure to supply staff.
- You indemnify TTC against any costs, claims, or damages resulting from TTC staff actions while under your control.

## 12. Governing Law

These terms are governed by New Zealand law.

By signing below, you acknowledge you have read, understood, and agree to these terms.

### CLIENT

CLIENT NAME \_\_\_\_\_

AUTHORISED REPRESENTATIVE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

### THE TEMP COMPANY

AUTHORISED REPRESENTATIVE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_