



CONTRACT STAFF TERMS & CONDITIONS

1. Gemini Personnel Limited ("Gemini") undertakes to supply the contract staff ("staff"), employees of Gemini, whose details are set out in the attached staffing schedule to the client detailed below for work at the location noted and for the period described. In the event that there are changes to staff a new schedule will be prepared. If the work period is extended the client agrees to notify Gemini in writing with at least seven days notice.
2. In the event that client offers a permanent position to any staff the client will promptly inform Gemini of the salary and starting date agreed and will pay a placement fee to Gemini according to Gemini's fee schedule currently in force. This provision shall subsist for a period of twelve months from the end of the assignment. Gemini's obligations for insurance, tax reporting and Mandatory Provident Fund ("MPF") contributions will cease upon the staff becoming employed by the client.
3. Subject to Clause 2 above, Gemini is the employer of all staff and is responsible for workers compensation insurance. Any claims must be notified to Gemini within seven days of occurrence.
4. Gemini will file annual tax returns for staff in accordance with the Inland Revenue Ordinance.
5. Staff will be eligible to join Gemini's MPF scheme after the prescribed period of employment. Gemini is responsible for making employer contributions and withholding staff contributions. The payment rates quoted by Gemini and agreed to by the client on the attached staffing schedule are inclusive of MPF costs.
6. The payment rates shown on the attached staffing schedule include the following items:
 - Staff salary
 - Employer MPF costs
 - Employee compensation insurance
 - Annual leave – basic entitlement according to the Hong Kong Employment Ordinance (7 days per year)
 - Sick Leave - basic entitlement according to the Hong Kong Employment Ordinance (2 days per month for the first 12 months; 4 days per month thereafter)
 - Liability for maternity leave pay
 - Gemini's fees

In the event that a client wishes to make additional payments to staff – eg a for overtime worked, a gratuity or holiday or sickness payments in excess of the statutory minimum Gemini must be promptly informed in writing of the amount and will process extra payments plus a 20% handling fee. Notifications received by Gemini later than five working days before month-end will be processed in the following month. Charges for work for periods of under one calendar month will be pro-rated according to a 30 day month.

7. For female staff falling pregnant after working for the client for a continuous period of 40 weeks Gemini will recharge the cost of maternity leave pay (4/5ths of salary cost) to the client but without any additional service fees.
8. Gemini will bill the client at the payment rate (plus any notified extra payments) normally five working days prior to month end. Clients are expected to settle invoices within fifteen days and Gemini reserves the right to take legal action for recovery after this date.
9. The client has the following responsibilities:
 - To give staff work in a safe and healthy environment
 - To meet all obligations of Hong Kong law
 - To keep all personal information on staff confidential
 - Not to have staff operate vehicles or heavy machinery unless agreed with Gemini
 - Provide adequate supervision and guidance
 - Notify Gemini of staff absences for sickness or holiday, the granting of gratuities and the amount of any overtime pay or holiday/sickness pay in excess of the statutory minimum
 - Notify Gemini immediately of any serious or willful staff misconduct
10. The client acknowledges that they are responsible for selecting staff for work and that no representations or warranties are given by Gemini regarding the performance of staff on the job. In the event that staff are determined by the client to be unsuitable for work the following minimum work periods shall apply:
 - Within the first month of work – one day
 - Thereafter – seven days
11. The client acknowledges that the staff may resign from Gemini and therefore no longer be available for work. In such circumstances Gemini will notify the client immediately and attempt to provide a suitable replacement.
12. The client acknowledges that the representatives noted below are authorized to communicate with Gemini by telephone or email and to bind the client.

Client Company Name:

Representative Name	Title	Telephone	Email Address

AGREED AND ACCEPTED:

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Authorised Signatory

STAFFING SCHEDULE

Staff Name	HK ID	Monthly Rate	Start Date	Period



Gemini Personnel Limited

HOURLY TEMPORARY STAFF TERMS & CONDITIONS

1. Gemini Personnel Limited ("Gemini") undertakes to supply the hourly temporary staff ("staff"), employees of Gemini, whose details are set out in the attached staffing schedule (or provided separately) to the client detailed below for work at the location noted and for the period described, maximum of TWO months. In the event that there are changes to staff a new schedule will be prepared. If the work period is extended the client agrees to notify Gemini in writing with at least seven days notice.
2. In the event that client offers a permanent position to any staff the client will promptly inform Gemini of the salary and starting date agreed and will pay a placement fee to Gemini according to Gemini's fee schedule currently in force. This provision shall subsist for a period of twelve months from the end of the assignment. Gemini's obligations for insurance and tax reporting will cease upon the staff becoming employed by the client.
3. Subject to Clause 2 above, Gemini is the employer of all staff and is responsible for workers compensation insurance. Any claims must be notified to Gemini within seven days of occurrence.
4. Gemini will file annual tax returns for staff in accordance with the Inland Revenue Ordinance.
5. The hourly rates shown on the staffing schedule include the following items:
 - Staff hourly rate
 - Employee compensation insurance
 - Gemini's fees

In the event that a client wishes to make additional payments to staff – eg for a gratuity or bonus Gemini must be promptly informed in writing of the amount and will process extra payments plus a 20% handling fee. Overtime pay applies after 8 hours work at 1.5 times the hourly rate and on Sundays or public holidays at 2 times the hourly rate. Overtime work is subject to agreement with the staff involved. Statutory holidays falling within the assignment period will be charged to the client as normal working hours but no charge will be made for staff absence for sickness.

The client agrees to notify Gemini on a weekly or monthly basis of the hours worked by temporary staff. Notification may be made by fax (2851 1994); email to temp@gemini.com.hk or by mail, using Gemini's timesheet. Gemini will only pay staff upon receipt of written confirmation of hours worked from the client.

6. Gemini will bill the client at the agreed hourly rate (plus any notified extra payments) within three working days of receipt of time records. Clients are expected to settle invoices within fifteen days and Gemini reserves the right to take legal action for recovery after this date.
7. The client has the following responsibilities:
 - To give staff work in a safe and healthy environment
 - To meet all obligations of Hong Kong law

- To keep all personal information on staff confidential
 - Not to have staff operate vehicles or heavy machinery unless agreed with Gemini
 - Provide adequate supervision and guidance
 - Notify Gemini promptly of hours worked and the granting of extra payments
 - Notify Gemini immediately of any serious or willful staff misconduct
8. The client acknowledges that they are responsible for selecting staff for work and that no representations or warranties are given by Gemini regarding the performance of staff on the job. In the event that staff are determined by the client to be unsuitable for work a replacement will be provided by Gemini if notification is received within two hours of commencement. No charge will be made in these circumstances.
9. The client acknowledges that the staff may resign from Gemini and therefore no longer be available for work. In such circumstances Gemini will notify the client immediately and attempt to provide a suitable replacement.
10. The client acknowledges that the representatives noted below are authorized to communicate with Gemini by telephone or email and to bind the client.

Client Company Name:

Location:

Representative Name	Title	Telephone	Email Address

AGREED AND ACCEPTED:

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Authorised Signatory

STAFFING SCHEDULE

Staff Name	HK ID	Hourly Rate	Start Date	End Date

GEMINI TEMPORARY CONSULTANT:

Name:

Email:

Telephone:



Gemini Personnel Limited

INDICATIVE TEMPORARY RATES

(Effective May 2011)

Job Categories	Hourly Rates HK\$ (For assignments up to two months)	Monthly Rates HK\$ (For contracts of two months and over)
Accounts Clerk	70 - 90	14,000 – 18,000
Accountant/Financial Analyst	100 - 200	18,000 – 35,000
Bills/Settlement Clerk/Teller	90 - 120	16,000 – 20,000
Chinese Word Processing Operator	85 - 100	14,000 – 18,000
Clerk/Data Entry	65 – 85	10,000 – 14,000
Company Secretary	100 - 250	25,000 – 40,000
Company Secretary Assistant	100 - 150	15,000 – 20,000
Customer Service positions	75 - 195	13,000 – 17,000
Driver	75 - 110	15,000 – 18,000
Executive Secretary	130 - 260	20,000 – 30,000
Exhibition Helper	75 - 85	10,000 – 13,000
HR Assistant/Officer	100 - 130	18,000 – 20,000
Junior IT positions	100 - 130	16,000 – 25,000
Junior Sales & Marketing positions	80 - 100	15,000 – 18,000
Junior Secretary/Admin Assistant	75 - 130	13,000 – 15,000
Legal Secretary	150 - 250	20,000 – 40,000
Marketing Assistant	80 - 100	15,000 – 18,000
Marketing Officer	100 – 130	18,000 – 25,000
Merchandiser/Purchaser	80 – 130	14,000 – 18,000
OA/Tea Lady	65 - 85	10,000 – 13,000
Receptionist	100 – 120	14,000 – 18,000
Sales Coordinator	80 – 100	15,000 – 18,000
Senior IT positions	150 – 300	25,000 – 35,000
Senior Sales & Marketing	120 - 200	16,000 – 22,000
Senior Secretary/Administrator	100 – 130	16,000 – 24,000
Shipping Clerk	70 – 90	15,000 – 18,000
Telemarketer	70 - 85	13,000 – 18,000
Translator	200 - 350	20,000 – 30,000

The rates indicated above show current ranges for the most popular types of job. For positions not shown above please contact Gemini for a quotation. All temporary staff are supplied subject to Gemini's terms and conditions which are shown on our website. Gemini temporary staff offered a permanent position will be subject to an additional fee.

Temp Hotline: 3552 9159