



Terms of Business

Credit Account Application

TERMS OF BUSINESS

AGREEMENT

NZ Staff agrees to supply temporary staff ("the temporary") and/or provide permanent recruitment services to the Client on the terms and conditions set out below. These terms and conditions apply to all referrals of candidates for temporary positions, permanent employment or independent contracting assignments, and comprise all the terms, representations and warranties between the parties, subject to any variations recorded in writing and signed by the parties. These terms and conditions supersede all prior discussions between the parties and shall be binding on the successors and assigns of each party. Acceptance of any services provided by NZ Staff will be deemed to be acceptance of these terms and conditions.

1. TEMPORARY STAFF

1.1 Fees

- a. The Client will pay an hourly rate for each temporary plus allowances ("the fees") as agreed between NZ Staff and the Client prior to each assignment. The minimum length for an assignment is four hours per day. A fee equal to 4 hours at the agreed hourly rate is payable on any assignment of less than 4 hours per day. ("Allowances" means all expenses incurred in the provision of services by the temporary e.g. travel or accommodation expenses). NZ Staff reserves the right to vary the hourly rate (and allowances, if any) at any time by giving written notice to the Client.
- b. NZ Staff will invoice the Client weekly at the agreed hourly rate plus allowances, if any, plus GST.
- c. NZ Staff will pay wages, leave entitlements, Kiwisaver, ACC levies and PAYE for the temporary.

1.2 Payroll Only

In the case of Temporaries supplied on a "Payroll Only" basis, the Client agrees at all times from the commencement of any assignment to indemnify and keep indemnified NZ Staff against all actions, proceedings, claims, demands, fines, expenses (including solicitor and own Client costs) and other liabilities of any Insurance Act 1998, Health and Safety in Employment Act 1992 and any Acts in substitution thereof arising directly or indirectly in connection with or on account of any matter or thing done or omitted by the customer during the period of the assignment.

1.3 Payment

- a. Payment of the fee is due within 7 days of the date of the invoice.
- b. Invoices outstanding for thirty (30) days will incur an additional cost of 2%, and the same for each extra 30-day period from invoice. Without prejudice to any other rights or remedies, NZ Staff reserves the right to withdraw the temporary from the assignment.
- c. Any claim or dispute raised by the Client does not entitle the Client to set-off against, or withhold payment of, any money owed to NZ Staff.
- d. If accounts are not paid within the agreed terms, or contact not made with our office to discuss a suitable arrangement, your account may be forwarded to a collections agent. Any additional costs incurred in the recovery including collections, legal and solicitors fees will be payable in full by the client.

1.4 Cancellation

The Client will give NZ Staff no less than two hours' notice of cancellation of the assignment, time being of the essence. If notice is not given, NZ Staff may charge the Client an amount equal to four hours at the agreed hourly rate plus GST.

1.5 Reduction or Cancellation of Fees

If the Client considers that the temporary is unsuitable, the Client will notify NZ Staff within 4 hours of commencement of the assignment and NZ Staff will at its discretion reduce or cancel the fee otherwise payable by the Client. If requested by the Client, NZ Staff will use its best endeavours to replace the temporary. The Client will pay the same agreed hourly rate for the replacement.

1.6 Health and Safety

The Client warrants and agrees that it:-

- a. has a Health and Safety Policy and Plan in place;
- b. will supervise, provide training where required, direct and control the manner and conditions under which the temporary staff are required to work;
- c. Will provide the temporary staff with appropriate protective clothing and equipment and a safe place to work at all times.
- d. Will notify NZ Staff should temporary staff be required to attend a hazard awareness course prior to commencement of the assignment.
- e. Will immediately notify NZ Staff of any accidents or incidents involving the temporary staff and where practicable assist NZ Staff in the return to work of the temporary staff.

1.7 Insurance and Limit of Liability

The Client acknowledges and agrees that:-

- a. the temporary is not covered for any loss, costs or damage under NZ Staff's insurance policy;
- b. the Client has comprehensive insurance in place which covers all circumstances that may arise while the temporary is on assignment;
- c. the temporary will not be required to use his/her own motor vehicle during an assignment for the Client's purpose, but if required to do so, the Client will be liable for any loss, costs or damage suffered by the temporary to the extent that such loss, costs or damage are not covered by any insurance policy held by or on behalf of the temporary;
- d. the Client is responsible for all acts and omissions of the temporary while on assignment;
- e. under no circumstances is NZ Staff liable for any loss, costs or damage suffered by the Client arising either directly or indirectly from the actions or omissions of the temporary nor arising out of any delay or failure by NZ Staff to refer a temporary to the Client;
- f. The provisions of this clause shall continue to have effect and be binding on the Client and its successors notwithstanding that this contract has been fully performed.

1.8 Indemnity

The Client shall indemnify NZ Staff against any loss or costs incurred by NZ Staff as a result of:-

- a. any representations made by the Client to the temporary, including but not limited to, any loss or costs incurred as a result of any personal grievance by the temporary against NZ Staff pursuant to the Employment Relations Act 2000 arising out of representations made by the Client to the temporary while on assignment or otherwise
- b. any claim which arises under common law by the temporary against NZ Staff in relation to any injury suffered by the temporary while on assignment;
- c. any criminal penalties imposed on NZ Staff under any Act, regulations or delegated legislation, including the Health and Safety in Employment Act 1992;
- d. any payment to be made by NZ Staff under the Injury Prevention Rehabilitation and Compensation Act 2001, including any increases in levies paid by NZ Staff as a result of injury or accident causing the injury;
- e. The provisions of this clause shall continue to have effect and be binding on the Client and its successors notwithstanding that this contract has been fully performed.

2. PERMANENT RECRUITMENT SERVICES

2.1 Fees

- a. The Client will pay the fee plus GST and disbursements (“the fees”) as set out in the attached Schedule.
- b. The fees are payable by the Client if the Client, or any other person or entity to whom the candidate is referred by the Client, employs the candidate or engages him/her as an independent contractor, whether on a full-time or part-time basis, within a period of 6 months from the date of NZ Staff’s initial referral of the candidate to the Client.
- c. “Candidate” includes any person contained in a submission or short-list provided by NZ Staff to the Client for permanent employment or as an independent contractor.
- e. NZ Staff reserves the right to charge a fee of \$500.00 plus GST and disbursements if the Client cancels the vacancy after NZ Staff has commenced providing services but prior to providing a submission or short-list, or up to two-thirds of the standard consulting fee for a permanent recruitment assignment if the vacancy is cancelled after a submission or short-list has been provided.

2.2 Payments

- a. Payment of the fee is due within 7 days of the date of the invoice (“the due date”).
- b. Invoices outstanding for thirty (30) days will incur an additional cost of 2%, and the same for each extra 30-day period from invoice.
- c. If accounts are not paid within the agreed terms, or contact not made with our office to discuss a suitable arrangement, your account may be forwarded to a collections agent. Any additional costs incurred in the recovery including collections, legal and solicitors fees will be payable by the client.
- d. No claim or dispute raised by the Client entitles the Client to set-off against, or withhold payment of, any money owed to NZ Staff.
- e. Money Stop Guarantee: If the candidate leaves, resigns or is dismissed (whilst the Client meets its obligations under the Employment Relations Act 2000) and the Client is paying the fees by installments as set out on the attached Schedule, NZ Staff will cease invoicing the remaining installments otherwise payable by the Client.

2.3 Replacement Guarantee

- a. If a candidate’s employment or engagement as an independent contractor is terminated except due to redundancy, relocation, the Client ceasing business, or change in Client management (whilst the Client meets its obligations under the Employment Relations Act 2000), within a period of 3 months from the date of commencement of employment or engagement as an independent contractor, NZ Staff will use its best endeavours to find a suitable replacement candidate if the replacement guarantee option has been elected by the Client and all fees payable to NZ Staff pursuant to this contract have been paid in full.
- b. This guarantee will apply to the initial placement only.
- c. If NZ Staff is unable to find a suitable replacement candidate within a reasonable time, NZ Staff will offer the Client a credit to be offset against future fees for permanent recruitment services which may become payable by the Client.

2.4 Permanent Recruitment Services

- a. While NZ Staff will use its best endeavours to refer candidates who suit the Client’s requirements and to identify any statements or representations made by candidates which are untrue or misleading, the Client is responsible to satisfy itself as to the suitability of the particular candidate for the vacancy.
- b. NZ Staff does not accept any liability for loss, costs or damage arising out of or in connection with the employment or engagement of a candidate by the Client or from any delay or failure by NZ Staff to refer a candidate to the Client and the Client agrees to hold NZ Staff harmless for any such loss, costs or damage incurred.
- c. The Client will immediately notify NZ Staff of its employment or engagement as an independent contractor of any candidate referred to it by NZ Staff and disclose the terms of the first 12 months gross annual salary package or the terms of payment agreed with the candidate, and if such salary package or terms of payment vary from that set out in the attached Schedule, the fee payable by the Client will be adjusted according to such variation.
- d. If, within 6 months of the date of introduction or termination of a temporary assignment, the Client engages a temporary as a permanent employee or independent contractor, or directly or indirectly introduces a temporary to any other person or entity who engages the temporary as an employee or independent contractor, the Client will pay NZ Staff an amount equivalent to 5 weeks wages for the employee (calculated on a 40 hour week) plus GST.
- e. The provisions of this clause shall continue to have effect and be binding on the Client and its successors notwithstanding that this contract has been fully performed.

3. GENERAL PROVISIONS

3.1 No Waiver

No waiver by NZ Staff of any breach of these terms and conditions will be deemed to be a waiver of any other or any subsequent breach. NZ Staff’s failure to enforce any provision of these terms and conditions will not be interpreted as a waiver of that provision.

3.2 Confidentiality

The Client will not at any time use nor disclose any information relating to NZ Staff’s business nor any temporary or candidate that NZ Staff considers is confidential without first obtaining NZ Staff’s written consent.

3.3 NZ Staff

In these terms and conditions the name “NZ Staff” refers to the company NZ Staff Limited.

CREDIT ACCOUNT APPLICATION FOR TEMPORARY & PERMANENT POSITIONS

Client Name: _____

(The Client)

Trading Name: _____

(If different)

Postal Address: _____ Postal Code: _____

Accounts Payable Contact: _____ Ph: _____

Email _____ Fax: _____

Physical Address _____

Type of Business _____

Accountant _____

Lawyer _____

FOR ALL COMPANIES OR PARTNERSHIPS:-
PARTICULARS OF DIRECTORS OR PARTNERS

Full Name	Home Address	Date of Birth	Position
_____	_____	_____	_____
_____	_____	_____	_____

CREDIT REFERENCES

(1) _____ Telephone: _____

(2) _____ Telephone: _____

I agree to pay this account:
Within 7 days of date of invoice Yes
Within 14 days of date of invoice Yes

I understand that the completion of this application form does not guarantee that a credit account will be opened. I authorise NZ Staff to undertake any credit checks it deems necessary.

I _____ (full name) declare:-

- I am an authorised signatory of the Client and have authority to enter into this contract on behalf of the Client, and**
- I have read, understood and accept the attached terms and conditions of business and I accept them.**

SIGNED by or on behalf of the Client

(Full Name) _____

(Title) _____

(Signature) _____

(Date) _____