

# TERMS AND CONDITIONS TEMPORARY STAFF AND PERMANENT EMPLOYEES

(Unless stated, all sections shall apply equally to Temporary and Permanent staff placement services.)

## PARTIES (Collectively referred to as the "Parties")

1 The "Company": Reliance Recruitment 2. The "Client": Any Entity engaging Reliance Recruitment.

## BACKGROUND

A The Company locates, selects and refers candidates for temporary ("Temporaries" or "Temporary") and permanent ("Candidate" or "Candidates") employment to client organisations.  
B The Client requires the Company to refer Candidates to it on the following terms and conditions ("Terms and Conditions").

## ACCEPTANCE

1. These Terms and Conditions apply to all referrals of Candidates for employment or temporaries on assignments ("Assignment" or "Assignments"), subject to any variation recorded in writing and agreed to by the parties.

## ADDITIONAL AND IMPLIED TERMS

2.0 These Terms and Conditions, subject to any addition or variation as provided under clause 1, comprise all of the terms, representations and warranties between the parties and supercedes all prior discussions and agreements covering the subject matter of this agreement.

2.2 All implied terms, conditions or warranties are excluded from this contract to the fullest extent permitted by the law.

2.3 All representations, warranties or commitments made by a Company agent or representative must be first authorised in writing by a manager or person of authority in the Company. The Company shall not be bound by any unauthorised statement.

## RATES & FEES

3.0 Temporary: The rate to be charged for a Temporary will be as agreed between the Company and the Client prior to engaging the Company, subject to rights of variation provided under this contract.

3.2 Temporary: A minimum charge equal to four (4) hours at the hourly charge out rate agreed for the Temporary is payable for each day of an Assignment where an Assignment is less than four (4) hours long. Otherwise the hourly charge is the rate agreed.

3.3 Temporary: The Company may vary the rate to be charged for a Temporary at any time by notifying the Client of the variation.

3.4 Temporary & Permanent: In addition to the charges, the Client will pay GST and any other relevant taxes which relate to any service (except PAYE tax in the case of temporary assignments).

3.5 Temporary & Permanent: Where the Client briefs the Company to provide services on a "client-paid basis" (e.g. for client paid advertising, psychometric assessments), this is additional to the fee paid in accordance with clauses 3.1 and 3.6. The Company and the Client will agree to the fee to be paid for these additional services before they are provided.

3.6 Permanent: In the case of Candidate placements, the Client will pay a fee of 12.5% of the commencement remuneration package in accordance with these Terms and Conditions. The same fee is payable if a Candidate referred to, or interviewed by, the Client for any position by the Company is employed as an employee or engaged as an independent contractor by:

(a) the Client; or

(b) any other person or organisation to whom the Candidate is referred by the Client within the period commencing on the initial referral or interview and expiring six (6) months after the most recent referral or interview.

3.7 Permanent: "Candidate" includes any person contained in a submission or short list made by the Company to the Client for permanent employment.

3.8 Permanent: The Company reserves the right to charge two thirds of the agreed placement fee in the event of the client cancelling, withdrawing, or filling the order through another source, after a shortlist of candidates has been prepared.

3.9 Temporary: The Client is liable for a 'temporary to permanent' placement fee where they choose to offer a permanent job or a fixed term contract to a Candidate. This fee is calculated as 12.5% of the annual salary offered (pro-rata to exclude the period that the Candidate has been retained in a temporary contract with the Client through the Company) unless otherwise quoted by the Company.

3.10 Temporary: Clients (and associated entities e.g. subsidiaries) may not engage the services or any temporary employee directly in any capacity for six (6) months following the conclusion of an assignment without notification to the Company and satisfaction of the relevant fees as described in 3.9 above (or as otherwise negotiated).

## PAYMENTS

4.0 The Client will pay all charges (plus GST) which are invoiced by the Company, and all other agreed costs (e.g. advertising) invoiced by the Company within 7 days of receipt of a Company invoice. In rare circumstances, 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.

4.2 For the avoidance of doubt, 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 or services are provided.

4.3 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.

4.4 The cost of recovering any debt owed to the Company by the Client shall be met by the Client.

4.5 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.

## PERMANENT PLACEMENT GUARANTEE

5.0 Guarantees apply only where all money owing under these Terms and Conditions has been paid.

5.1 If the Candidate leaves or is dismissed fairly by the Client (while the Client meets their requirements under the Employment Relations Act 2000), during the period of three months from commencement with the client, the Company will endeavour to procure a suitable replacement Candidate. If a suitable replacement Candidate is not found by the Company within three months a credit will be given by the Company to the Client to be offset against future fees (if any) which may become payable by the Client to the Company. Credits will be calculated in the following manner: 100% of the fee if the Candidate leaves in the first month; 50% of the fee if the Candidate leaves in the second month; 25% of the fee if the Candidate leaves in the third month.

## TESTING, REFERENCE CHECKING AND SUITABILITY

6.0 The Company will reasonably endeavour to identify any untrue statements or misrepresentations made by Candidates and/or Temporaries but will not be liable for any such misrepresentation.

6.2 Except where the Company is precluded by the Candidate or Temporary (by law), the Company will not withhold any information about a Candidate which might adversely affect the Client.

## LIABILITY

7.0 Permanent: The Client:

(a) has absolute discretion as to the employment or engagement of a Candidate; and

(b) is responsible for all remuneration payable to the Candidate.

7.2 Permanent: The Company will not be liable for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Candidate or from any delay or failure by the Company to refer a Candidate to the Client.

7.3 Permanent: The Client indemnifies the Company against any loss, damage or expenses suffered by the Company arising from the referral of, or any acts or omissions of, any Candidate or the Client, or arising from any breach of these Terms and Conditions.

7.4 Temporary & Permanent: The provisions of this clause continue to bind the parties after these Terms and Conditions have ceased to apply.

7.5 Temporary: The Company makes every effort to ensure that the Client is satisfied with the provision of services under an Assignment. However, the Client:

(a) will supervise the Temporary while on Assignment; and

(b) is responsible for all acts and omissions of a Temporary while on Assignment.

7.6 Temporary: The Company will not be liable for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Temporary while on assignment.

7.7 Temporary: The Temporary is not covered under the Company's insurance policy. The Client undertakes to ensure that the Temporary is adequately insured against any liability to third parties arising out of the Temporary's acts or omissions while in the course of an Assignment.

7.8 Temporary: The Temporary shall not be required to use his or her own vehicle for the purposes of an Assignment. However, where they do for the purposes of an Assignment the Client will be liable for any loss or damage caused or suffered by the Temporary, to the extent that it is not covered by the Temporary's own insurance cover.

7.9 The Client agrees to provide a safe workplace for the Temporary and will comply with all legislative and regulatory requirements relating to employees, including but not limited to health and safety, human rights and the Employment Relations Act 2000.

7.10 If the Temporary is injured, or subjected to breach(es) of any statute while on Assignment with the Client, the Client understands their primary liability resulting from the injury, or breach including (but not limited to) any:

(a) claims brought by the Temporary against the Company arising out of their employment relationship (i.e. under the Employment Relations Act 2000);

(b) penalties imposed on the Company under any Act or Regulations including but not limited to, the Health and Safety in Employment Act 1992 (and its amendment Acts);

(c) payments to be made by the Company under the Accident Insurance Act 1998 (and its amendment Acts), including indemnifying the Company for any increases in Accident Insurance levies paid by the Company under the Act as a result of the injury or the accident causing the injury.

## NATURE OF RELATIONSHIP BETWEEN CLIENT AND CANDIDATE

8.0 The parties acknowledge that if a Candidate or Temporary is employed by the Client, the Client becomes the employer of the Candidate and will be responsible for complying with all legislation (including but not limited to the Employment Relations Act 2000) relating to employers and employees.

8.2 Permanent: The parties acknowledge that unless a Candidate is directly engaged by the Client, the Candidate will remain engaged by the Company.

8.3 Permanent: If however, the Client enters directly into an independent contract agreement with the Candidate, the Client will be responsible for any contractual obligations or liabilities arising under that agreement.

8.4 Temporary: The parties agree that the Company employs the Temporary and that the Temporary while on Assignment does not become an employee of the Client.

## DETAILS OF TEMPORARY ASSIGNMENT

9.0 The Client agrees to provide to the Company, the following details relating to the Assignment before the Temporary starts work on the Assignment:

(a) a description of the work to be performed; and

(b) an indication of where the Temporary is to perform the work; and

(c) an indication of the hours to be worked by the Temporary.

9.2 The Client understands that the above details in clause 9.1(a)-(c) are required by the Company in order to comply with the requirements of the Employment Relations Act 2000. If the Client fails to provide this information before the Temporary starts on an Assignment, the Client will indemnify the Company in respect of any liability which the Company incurs as a result of the Client's breach of clause 9.0.

## CONFIDENTIALITY

10.0 The Company will keep confidential all information imparted to the Company by the Client which relates to the business of the Client and which the Client declares is confidential.

10.2 All information in respect of a Candidate or Temporary is confidential information imparted to the Client for the sole purpose of enabling the Client to determine suitability for assignments or employment. The Client will keep such information confidential and will not use it for any other purpose.

## GOVERNING LAW

11.0 These Terms and Conditions are governed by New Zealand law.

11.2 These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of the Company.

11.3 The Client may not assign this agreement without the prior written consent of the Company.