

TERMS OF BUSINESS

PARTIES TO THE AGREEMENT

These Terms and Conditions of Business form an Agreement between the Supplier noted in the Schedule here to, hereinafter referred to as “Lowie Recruitment” or “Us” or “We” or the “Supplier” to provide recruitment services including Permanent Placement to the Client noted in the Schedule hereto, (hereinafter referred to as “The Client” or “You”). This Agreement is effective upon engagement of our services, whether or not they have been signed, and you’re accepting or interviewing any candidate provided by us will constitute acceptance of these terms of business and the fees payable.

ADDITIONAL AND IMPLIED TERMS

1. These Terms and Conditions (subject to variation under clause 1) and the terms agreed in respect of each Lowie solutions (inclusive of Temporary Recruitment Solutions, Permanent Recruitment Solutions and Business Solutions) comprise all of the terms, representations and warranties between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
2. All implied terms, conditions and warranties are expressly excluded from this contract to the fullest extent permitted by law.
3. All representations, warranties or commitments made by either party agent or representative must be first authorised in writing by a manager or person of authority in either party. Neither party shall be bound by any unauthorised statement.

Temporary Recruitment Solutions

BACKGROUND

- A. The Supplier provides casual staff (“Temporary” or “Temporaries”) to individuals and organizations on temporary assignments (“Assignment” or “Assignments”).
- B. The Client requires the Supplier to provide from time to time the services of Temporaries on the following terms and conditions (“Terms and Conditions”).

ACCEPTANCE

These Terms and Conditions apply to all Assignments, subject to any variation recorded in writing and agreed to by the parties.

1. RATES

- 1.1 The rate to be charged for a Temporary will be as per agreement between both parties for positions stated otherwise the rate will be as per agreed between Lowie Recruitment International Limited and the Client prior to each Assignment, subject to rights of variation provided under this contract.
- 1.2 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.
- 1.3 The Supplier may vary the rate to be charged for a Temporary with the prior agreement of the client.
- 1.4 The Supplier is responsible for paying Temporaries holiday pay.
- 1.5 In addition to the charges, the Client will pay GST and any other taxes which relate to an Assignment (except PAYE tax and ACC levies).

2. FURTHER ENGAGEMENT

- 2.1 Where, within three months of the termination of an Assignment or the most recent referral of a Temporary to the Client:
 - The Client engages the Temporary as an employee or as an independent contractor; or
 - The Client introduces the Temporary to another person or organization and that person or organization engages the Temporary as an employee or as an independent contractor the Client will pay a fee calculated in accordance with the Supplier’s schedule of charges for permanent or temporary staff (as appropriate), at agreed rates.

3. TEMPORARY TO PERMANENT EMPLOYMENT

- 3.1 Should the Client wish to employ the Temporary on a permanent basis a fee will apply.

4. CANCELLATIONS

- 4.1 Any cancellation of an Assignment by the Client must be advised to the Supplier at least twenty-four (24) hours before the Assignment is due to commence or, if this is not possible, as soon as practicable.
- 4.2 If the Client fails to advise the Supplier of a cancellation within twenty-four (24) hours of the commencement of an Assignment, the Client will be liable to pay to the Supplier a fee equal to four (4) hours at the hourly charge out rate of the Temporary.

5. LIABILITY

- 5.1 The Supplier makes every effort to ensure that the Client is satisfied with the provision of services under an Assignment. However, the Client:
 - Will supervise the Temporary while on Assignment; and
 - is responsible for all acts and omissions of a Temporary while on Assignment.
- 5.2 The Supplier 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, or from any delay or failure by the Supplier to refer a Temporary to the Client.
- 5.3 The Client indemnifies the Supplier against any loss, damage or expense suffered by the Supplier arising from any act or omission of a Temporary on Assignment to the Client or arising from any act or omission by the Client, or its employees, officers or agents in respect of a Temporary on Assignment to the Client.
- 5.4 The provisions of this clause 8 continue to bind the parties after any Assignment has ended.

6. INSURANCE

- 6.1 The Temporary is not covered under the Supplier’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.
- 6.2 The Temporary shall not be required to use his or her own vehicle for the purposes of an Assignment.
- 6.3 However, where the Temporary uses his or her own vehicle 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. GUARANTEE

- 7.1 Should a Temporary be found unsatisfactory by the Client on reasonable grounds: Within four (4) hours of the start of an Assignment and the Supplier is informed within that time, no charges will be incurred by the Client in respect of that Temporary; After the first four (4) hours of an Assignment, the Supplier will use its best

endeavors to replace the Temporary, but normal rates will be charged.

- 7.2 The guarantee in clause 9 applies where all money owing under these Terms and Conditions has been paid.

8. STATUTORY DAYS

- 8.1 Lowie Recruitment International Limited pays all temporary employees in accordance with the Holidays Act 2003
- 8.2 Should a temporary employee be required to work on a Statutory Holiday you the client will be charged at time and a half for the hours worked
- 8.3 Should the temporary be working for the client on an ongoing assignment and is not required to work you the client will not be charged for that day.

9. SUBSTITUTION OF TEMPORARY EMPLOYEE

The Supplier, in its sole discretion, may substitute one Temporary for another on any assignment.

10. COMPLIANCE WITH LEGISLATION

- 10.1 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, Injury prevention rehabilitation and compensation act 2001, human rights and the Employment Relations Act 2000.
- 10.2 If the Temporary is injured, or subjected to any breach of any statute while on Assignment with the Client, the Client will indemnify the Supplier in respect of any liability resulting from the injury, or breach including (but not limited to) any;

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

Penalties imposed on the Supplier under any Act or Regulation including all costs which the Supplier may incur or sustain including costs of reparation which may be ordered, in relation to claims or proceedings brought under the Health and Safety in Employment Act 1992 irrespective of whether the injury or breach occurred whilst the Temporary was working at the Client's premises or at another location at the Client's request, except that such indemnity shall not include fines and/or infringement fees;

11. NATURE OF RELATIONSHIP BETWEEN TEMPORARY AND SUPPLIER

- 11.1 The parties agree that the Supplier employs the Temporary and that the Temporary while on Assignment does not become an employee of the Client.

12. DETAILS OF ASSIGNMENT

- 12.1 The Client agrees to provide to the Supplier, the following details relating to the Assignment before the Temporary starts work on the Assignment:
- A description of the work to be performed; and
 - An indication of where the Temporary is to perform the work; and
 - An indication of the hours to be worked by the Temporary.
 - The Client's Health and Safety policies and/or procedures.
- 12.2 The Client understands that the above details in clause 12.1 (a)-(d) are required by the Supplier in order to comply with the requirements of the Employment Relations Act 2000.
- 12.3 The provisions of clause 14 continue to bind the parties after an Assignment has ended.

13. HEALTH AND SAFETY

- 13.1 The Parties recognize that both have obligations to the Temporary under the Health and Safety in Employment Act 1992. As the Temporary will be on the Client's premises in order to complete the assignment, the Client will ensure that the Temporary receives appropriate training and induction in the safe operation of any equipment needed to perform the Assignment, emergency procedures, and the safe performance of the Temporary's duties. The records of such training and induction shall be made available to the Supplier on request.
- 13.2 The Client shall take all practicable steps to ensure that no hazard that is or arises in the Temporary's place of work causes harm to the Temporary.
- 13.3 The Client shall ensure that the Temporary wears and/or uses any protective clothing and/or equipment required in performing the Assignment.
- 13.4 The Client shall nominate a contact person with whom the Temporary may confer
In the event of any health and safety issues or concerns.
- 13.5 The Client shall immediately inform the Supplier in the event of any incident, accident or near-miss involving the Temporary.
- 13.6 In the event that the Supplier (in its sole discretion) believes that a hazard in or arising in the Client's premises or operations poses an unacceptable risk to the health and/or safety of the Temporary, the Supplier shall be entitled, without penalty to withdraw the Temporary (but without releasing the Client from liability to pay the agreed rates as set out in this agreement). If within a reasonable time the hazard is not eliminated, isolated or minimized to the Supplier's satisfaction, the Supplier shall be entitled to terminate the Assignment, and the Client shall pay the late cancellation fee set out in Clause 6.2 of this Agreement.

OPTIONAL – (Delete and initial if not required) –

14. PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

- 14.1 The Client agrees that it is in the best position to establish whether protective clothing and/or equipment is required by the Temporary in performing the Assignment, and if so, the exact requirements. For this reason, the Client agrees to provide to the Temporary any protective clothing and / or equipment required, unless the Temporary voluntarily agrees to provide his or her own clothing or equipment.
- 14.2 If the Temporary wishes to provide his or her own clothing or equipment, the Client will inspect such to establish whether or not it is suitable. If it is not suitable, the Client will provide suitable clothing and/or equipment.

Permanent Recruitment Solutions

ACCEPTANCE

These Terms and Conditions apply to all Permanent Recruitment Solutions, subject to any variation recorded in writing and agreed to by the parties.

15. FEE

- 15.1 You agree to pay a fee (calculated in accordance with these Terms and Conditions) to Lowie Recruitment if a Candidate referred to you for any position by Lowie Recruitment is employed by you or by any other person or company to whom the Candidate is referred by you on a permanent, temporary or part-time basis (including an independent service contract with the Candidate) within the period commencing on the initial referral and expiring three (3) months after the most recent referral.

For the purposes of this condition any person contained in a submission or short list made by Lowie Recruitment to you in accordance with the Terms of the Contract shall be a Candidate referred by Lowie Recruitment notwithstanding that thereafter such person may be presented independently to you.

15.2 The fee shall be calculated as per agreement between both parties.

16. ADVERTISING

All agreed advertising costs will be paid by you on upon receipt of an invoice issued by Lowie Recruitment. Advertising costs will be agreed to prior to costs being incurred.

17. GUARANTEE

The following guarantees are valid only if the fee and all other monies owing under the contract have been paid within the specified time frame and are strictly for the replacement of the Candidate.

17.1 Any Candidate employed by you is guaranteed with replacement for a period as agreed by both parties should the Candidate be dismissed for cause or leaver of his/her own volition during that period, Lowie Recruitment will endeavor to procure a suitable replacement candidate.

17.2 Should the employee leave or be released due to redundancy, merger, takeover, company relocation or job specification alteration and Lowie Recruitment was not informed prior to the employee commencement date, then the guarantee is null and void.

18. TESTING, REFERENCE CHECKING AND SUITABILITY

18.1 Testing and reference checking of candidates is carried out whenever Lowie Recruitment deems it necessary or appropriate and it is practicable to do so.

18.2 Lowie Recruitment will use its best endeavor to make known to you the Candidate's employment records, qualifications and salary requirements as accurately and objectively as possible. Lowie Recruitment shall not be liable for any inaccuracies or misrepresentations or untrue statements made by the Candidate.

18.3 Except where expressly precluded by the Candidate or operation of law, Lowie Recruitment will not withhold from you any information known to it concerning the Candidate which may adversely affect you.

19. LIABILITY

19.1 You acknowledge and agree that:

- a) You have absolute discretion as to the employment of a Candidate;
- b) You will be responsible for all acts and omissions of the Candidate, whether willful, negligent or otherwise;
- c) Lowie Recruitment shall not be responsible or liable to you for any delay or failure to refer a Candidate to you, or for any losses, costs, expenses or damages however occasioned (direct, indirect or consequential) arising out of or in connection with the employment of the Candidate by you or the delay or failure to refer; and
- d) You hereby indemnify and agree to indemnify and keep indemnified Lowie Recruitment against all liabilities, losses, costs, expenses or damages suffered or incurred by Lowie Recruitment and/or you (direct, indirect or consequential) arising out of or in connection with the performance of this contract, any of the Terms and Conditions or in any way arising out of the referral of the Candidate by you or the employment (or otherwise) of the Candidate by you, except that such indemnity excludes fines and/or infringement fees which may be ordered pursuant to the Health and Safety in

Employment Act 1992.

19.2 The provisions of this Clause shall continue to have effect and be binding upon the Client and its successors notwithstanding that the contract to which these Terms and Conditions apply has been fully performed.

20. NATURE OF RELATIONSHIP BETWEEN CLIENT AND CANDIDATE

20.1 The parties acknowledge that if a Candidate 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 and the Health and Safety in Employment Act 2015) relating to employers and employees.

20.2 If 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.

21. NEGOTIATION OF INDIVIDUAL EMPLOYMENT AGREEMENTS FOR PERMANENT STAFF

21.1 If the Client requests the Supplier to draft the Candidate's employment agreement, the Client's offer of employment to a Candidate must set out in writing, the terms and conditions of employment as set out in section 65 of the Employment Relations Act 2000. The Client must also ensure that the provision of the written offer to the Supplier is given within reasonable time so that the Candidate has the opportunity to seek independent advice prior to signing the employment agreement.

Business Solutions

ACCEPTANCE

These Terms and Conditions apply to all Business Solutions (separate from Temporary Recruitment Solutions and Permanent Recruitment Solutions), subject to any variation recorded in writing and agreed to by the parties.

22. FEE

22.1 You agree to pay a fee (calculated in accordance with these Terms and Conditions) to Lowie Recruitment for any Business Solutions Services provided to you by Lowie Recruitment.

22.2 The fee shall be calculated as set out as agreed by both parties.

23. MISCELLANEOUS COSTS

All agreed miscellaneous costs will be paid by you on upon receipt of an invoice issued by Lowie Recruitment.

Miscellaneous costs will be agreed to prior to costs being incurred.

Lowie Solutions

ACCEPTANCE

These Terms and Conditions apply to Temporary Recruitment Solutions, Permanent Recruitment Solutions and Business Solutions, subject to any variation recorded in writing and agreed to by the parties.

24. PAYMENT

24.1 The Client will pay all charges invoiced by the Supplier within 7 days of receipt of the invoice.

24.2 The Supplier may charge interest calculated on a daily basis at 5% interest rate above its own bank's base lending rate if payment is not made by due date.

- 24.3 The Supplier may vary the interest rate at any time by notifying the Client.
- 24.4 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.
- 24.5 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 Supplier.
- 24.6 Should the Supplier need to recover outstanding debt from the Client, the Client will be responsible for any charges incurred in the recovery process.

25. TAXES

Goods and Services Tax and any other tax imposed by any Government or other competent authority in respect of the provision of services by Lowie Recruitment or any other feature of this transaction between Lowie Recruitment and you shall be payable by you in addition to the fee and other monies payable hereunder.

26. CONFIDENTIALITY

26.1 Lowie Recruitment will respect every confidence entrusted to it by you. All information received by Lowie Recruitment relating to your business imparted by you to

Lowie Recruitment and which you declare to be of a confidential nature shall be confidential information and shall be treated accordingly.

- 26.2 All information in respect of the Candidate is confidential information imparted to you for the sole purpose of enabling you to determine if the Candidate is suitable for employment by you and shall not be distributed, made known or otherwise published by you to any other person or persons.
- 26.3 All confidential information received by one party shall continue to be treated as confidential until it becomes part of the public domain by publication or any other act or until the other party advises otherwise, notwithstanding that the contract to which these Terms and Conditions apply has been fully performed.

27. GOVERNING LAW

- 27.1 These Terms and Conditions are governed by New Zealand Law.
- 27.2 These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of the Supplier.
- 27.3 The Client may not assign this agreement without the prior written consent of the Supplier.

SCHEDULE

I, _____ (print name) being the authorized representative of the Client on this date _____ / _____ / _____ have read and understood each of the terms and conditions set out in this Agreement and agree to be bound by the terms of this Agreement. I acknowledge payment terms are strictly 7 days.

CLIENT TO COMPLETE:

Company Name:	
GST No:	
Company Address:	
Town/Region:	
Telephone:	
Email:	
Signed by an Authorized Representative of the Company:	

SIGNED ON BEHALF OF THE SUPPLIER

Lowie Recruitment International Limited GST No: 115-880-608

Signed by an authorized Representative of Lowie Recruitment: