

# EXTRASTAFF - TERMS OF BUSINESS

These Terms and Conditions of Business are between Extrastaff (hereinafter called EXTRASTAFF); which means both Extrastaff Limited and Extrastaff Management Limited; and the Employer Client (hereinafter called the CLIENT) and become effective either when the Client returns a signed copy of this document to EXTRASTAFF, or by virtue of an interview or the employment of an applicant introduced by EXTRASTAFF after having received a copy of this document. The term Employment includes permanent employment, part-time employment, casual employment, on-hired employment, contract employment or engagement of the introduced applicant through EXTRASTAFF or another employment agency. Terms "us", "our" or "we" refers to EXTRASTAFF; "you" or "your" refers to the Client.

**I confirm that I have received a copy of these Terms of Business comprising two pages and accept the terms and fee structure as outlined in them.**

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Company: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## PERSONAL PAYMENT GUARANTEE

I/We \_\_\_\_\_ (name) of \_\_\_\_\_ (address) in consideration of the provision of services by EXTRASTAFF in accordance with these terms of business at my / our request guarantee payment of all moneys due and owing by the Client to EXTRASTAFF either now or in the future and the performance by the Client of all the Client obligations in these Terms of Business.

I / We acknowledge:

- a) that no release delay or other indulgence given by EXTRASTAFF to the Client shall release prejudice or affect the liability as guarantor;
- b) EXTRASTAFF is under no obligation to take proceedings against the Client before taking proceedings against a guarantor;
- c) should there be more than one guarantor the liability of each under this guarantee is joint and several; and
- d) this guarantee is a continuing guarantee and shall be in full force and effect and irrevocable until all moneys due by the Client and due pursuant to this guarantee (including costs and interest) have been paid.

DATED : \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ SIGNED: \_\_\_\_\_ (Signature of Guarantor/Guarantors)

## TEMPORARY/CONTRACT RECRUITMENT

1. The Temporary Worker ("the Worker") must be engaged for a minimum period of four hours in any given day.
2. Rates charged are fully inclusive of ACC, leave provisions, recruitment, termination and administration costs. All Temporary Staff are employees of EXTRASTAFF and are paid directly by EXTRASTAFF. We do not charge for meal breaks, sick leave or time off. Where your policy requires overtime rates and where we are obliged to comply with legislation governing public holidays, an additional charge will be made.
3. EXTRASTAFF reserves the right to substitute one Worker for another should the need arise.
4. Should the Client wish to appoint an EXTRASTAFF Worker to their staff or that of an associated company or engage them through another agency whether on a permanent, temporary, part-time, casual, on-hired or contract basis during an assignment or within a period of twelve months from the date of the last introduction or appointment, a placement fee will apply. This placement fee will be calculated in accordance with our terms and conditions of business (Permanent Recruitment) unless otherwise negotiated.
5. Every effort is made by EXTRASTAFF to maintain high standards of integrity and reliability among our Temporary Staff and to provide staff in accordance with bookings.
6. From the time that our Worker reports to you for their duties they are under your care, control and supervision for the duration of the assignment. During the term of the assignment the Client will be responsible for all acts, errors or omissions whether accidental, negligent or wilful on the part of the Worker and will ensure compliance with all statutory requirements relating to the worker.
7. The Client will:
  - a) provide EXTRASTAFF with full and accurate information as to each assignment by way of an adequate description in writing;
  - b) not allocate tasks or responsibilities to the Workers or require the Workers to perform or participate in work other than in accordance with the relevant assignment description;
  - c) supervise, instruct and direct the Worker properly at all times whilst they are on assignment;
  - d) supervise, instruct and direct the Client's own employees and contractors correctly in relation to the Worker during the assignment;
  - e) not on-hire or re-supply the Worker to any other person.
8. By way of guarantee, should any EXTRASTAFF Worker prove unsuitable for the assignment, providing EXTRASTAFF is notified within the first

four hours of the assignment start, where the booking is for more than seven hours, the Worker will be replaced and there will be no charge for the first worker. Where the booking is for less than seven hours EXTRASTAFF should be notified within the first two hours of the assignment start.

9. Other than as limited below no liability is accepted by Extrastaff to the Client for any loss, expense, damage or delay arising from:
  - Any failure to provide staff for all of part or the assignment, or
  - Any error, omission or misconduct of a worker, or
  - Any negligence on the part of Extrastaff or a worker in relation to the assignment.The liability of Extrastaff shall be limited to the fees paid or payable for the worker/s for the particular assignment.

## HEALTH AND SAFETY

10. In addition to the obligations outlined in Clause 7 the Client must ensure that their premises are safe and do not expose the Worker to any risk of injury. The client will agree to comply with applicable health and safety legislation or regulations and you must ensure there is the provision of:
  - a) A safe workplace, including adequate maintenance of plant and equipment;
  - b) A safe work system;
  - c) Adequate supervision and training;
  - d) An induction to site and all equipment including emergency evacuation procedures;
  - e) A process to identify and then isolate, minimise or eliminate hazards.
11. The Client shall provide to EXTRASTAFF their Health & Safety Management plan documentation including a list of known identified hazards that are relevant to the work being undertaken.
12. The Client agrees to notify EXTRASTAFF of any changes to the workplace, place of work or tasks to be performed by the Worker.
13. The Client shall not allow the Worker to carry out work on a site or on equipment considered unsafe by any party, or where the candidate does not have the appropriate qualifications or previous experience and has not received an induction or adequate training. A record of such training will be maintained and made available to us upon request.
14. The Client agrees to confer with a contact person as nominated by EXTRASTAFF in the event of any incident, accident or near miss involving the candidate and agrees to assist with any incident investigation as required.
15. The Client shall notify EXTRASTAFF of any injuries to the Worker

immediately and notify the relevant Authority of any serious injuries.

16. We will take every opportunity to ensure that our Worker adheres to dress standards and present for work wearing the appropriate clothing and footwear (where required). It is the Client's responsibility to ensure that the Worker does not commence work unless wearing the correct personal protective equipment (PPE) for the intended task.
17. The Client agrees that it is in the best position to establish whether protective clothing and/or equipment is required by the Worker in performing the assignment, and if so, the exact requirements. The Client must provide a list to EXTRASTAFF of any requirements prior to work being undertaken and EXTRASTAFF agrees to provide to the Worker any protective clothing and or equipment required, unless they voluntarily agree to provide his or her own clothing or equipment. If the Worker wishes to provide his/ her own clothing or equipment, the Client will inspect such to establish whether or not it is suitable. If it is not suitable, EXTRASTAFF will provide suitable clothing and/or equipment.
18. We have the rights and responsibility to act in consultation with the Client and Worker on health and safety within the work environment.
19. On sites where there is multiple provision of services and works, the Client shall establish a clear hierarchy of responsibilities related to health & safety management between all parties and notify EXTRASTAFF of this.
20. In the event that we (in our sole discretion) believe 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 Worker, we shall be entitled, without penalty, to withdraw the candidate but without releasing the Client from liability to pay the agreed rates as set out in these Terms of Business. If within a reasonable time the hazard is not eliminated, isolated or minimised to our satisfaction, we shall be entitled to terminate the assignment.
21. The Client will:
  - a) report to EXTRASTAFF any performance issues in relation to the Worker in a written format, so that we can manage the feedback process to our worker;
  - b) forward promptly a written notification of any workplace incident that may give rise to a claim by, against or involving our Worker;
  - c) maintain the confidentiality and privacy of information we provide to the Client about the Worker.

**PERMANENT RECRUITMENT**

22. The Client will notify EXTRASTAFF immediately if an applicant is offered and accepts employment with them and pay the fees owed to EXTRASTAFF within seven days of the date of invoice.
  23. The fee payable by the Client to EXTRASTAFF, plus GST, is based on the annual commencing remuneration package which will include, where applicable, provision for a motor vehicle at an agreed value or in the absence of agreement assessed at \$12,000. Any other fringe benefits will be included in the calculation of the remuneration package.
- | Annual Commencing Remuneration | Percentage of Annual Commencing Remuneration |
|--------------------------------|--|
| Up to \$60,000                 | 12.0%  |
| \$60,001 to \$100,000          | 14.0%  |
| \$100,001 and over             | 16.0%  |
24. In the event that the Client defers a hiring decision or the Client passes on an introduction of an applicant to another company or employer, and the applicant is hired within twelve months of the date of initial introduction, EXTRASTAFF is entitled to the placement fee and will invoice the original Client accordingly, unless otherwise negotiated.
  25. EXTRASTAFF does not accept any responsibility for any act, error or omission, whether wilful, negligent or otherwise, on the part of the applicant during or following the introduction to the Client.
  26. Agreed advertising and associated recruitment costs will be at the Client's expense with payment due on presentation of an invoice.
  27. If the employment of an applicant is terminated for any reason (except redundancy, retrenchment, restructuring, takeovers, mergers, receivership or liquidation or any other reason beyond EXTRASTAFF's control) during the first twelve weeks of employment Extrastaff will seek a replacement candidate for the client without charging placement fees, provided that full payment for fees has been received within seven days after the invoice date and provided that notification of termination is given to EXTRASTAFF in writing within seven days of

the date of termination. Extrastaff reserves the right to recover out-of-pocket expenses incurred in seeking a replacement employee. The guarantee does not apply to replacement candidates or to contractor or on-hired employees who were previously assigned on a contract or on-hired basis with the Client.

28. EXTRASTAFF will adjust the invoiced amount in line with our standard Fee Structure should the salary package of the replacement candidate differ from that of the original candidate. The replacement guarantee is non-transferable and the Client is not entitled to any refund or credit in respect of any guarantee not taken up by the Client or undertaken but not fulfilled by EXTRASTAFF.
29. The Client will abide by relevant privacy legislation regarding personal information of candidates and will not use personal information of candidates other than for the purpose of considering or engaging a candidate.

**GENERAL TERMS**

30. PRIVACY - EXTRASTAFF is authorised to obtain credit information about the Client, its principals and directors (if any) and any guarantor(s) named above from credit referees and credit reference agencies and is also authorised to disclose credit information (including payment defaults) to credit reference and collection agencies or other persons seeking credit references. The credit information is collected to assist EXTRASTAFF to ascertain the credit status of the Client and any guarantor. Failure to provide the requested information may result in credit being refused. Under the applicable privacy legislation individuals have right of access to and correction of personal information. This authority extends to the Client, principals and directors of the Client (if any) and any Guarantor.
31. PRICES AND PAYMENT - Goods and Services Tax will be charged in addition to any stated price. EXTRASTAFF will invoice weekly for Temporary Staff and accounts are payable within 7 days. Rates are subject to change without notice. EXTRASTAFF is not under any obligation to obtain from the Client, or incorporate in EXTRASTAFF's invoice statement, the Client's purchase order details. The Client may not set off any payments owed to EXTRASTAFF against any payments owed by EXTRASTAFF to the Client or any claims which the Client may have against EXTRASTAFF. No variation or modification or substitution of these terms by the Client will apply unless specifically accepted by EXTRASTAFF in writing. EXTRASTAFF may, at its sole discretion, and at any time without notice, vary the Client's credit availability, but without prejudice to EXTRASTAFF's right to recover any debt owed by the Client.
32. INSURANCE - The Client will provide for our Worker appropriate insurance cover including public liability, professional indemnity, ACC, and third party and comprehensive motor vehicle insurance.
33. Without prejudice to any other rights of action EXTRASTAFF may charge interest on a daily basis to the Client at a rate of 5% above the BNZ commercial overdraft rate per month on overdue amounts until the overdue amounts are paid. Interest will accrue after as well as before any judgement. The Client will pay all of EXTRASTAFF's expenses (including collection and solicitors costs) incurred in recovery from the Client of any sums due.
34. Without prejudice to any other remedies which EXTRASTAFF might have, failure by the Client to pay any debt will entitle EXTRASTAFF to cancel any contracts which EXTRASTAFF has with the Client, and from cancellation any credit facility will cease and all payments outstanding will become immediately due and payable.
35. In accepting any payment from the Client, EXTRASTAFF will not be bound by any condition or qualifications of terms which the Client attaches to such payments. Any payments expressed to be in full and final settlement will only be accepted by EXTRASTAFF as such if EXTRASTAFF communicates a specific acceptance in writing to the Client of those terms, otherwise any payment will only be accepted as part payment of the total debt due to EXTRASTAFF.
36. The Client must notify EXTRASTAFF in writing on any material change in ownership or business structure of the Client and obtain from EXTRASTAFF its written acceptance of such change, otherwise the Client will remain liable for all debts incurred by any other person trading on the Client's account with EXTRASTAFF. EXTRASTAFF is not required to verify or check that any person using the Client's account with EXTRASTAFF has the Client's authority to do so. The Client may not refuse to pay charges to the Client's account on the basis that the person using the Client's account did not have the requisite authority. Where there is more than one party named as the account holder, each such person's liability under these terms of trade is joint and several.