

## TERMS OF BUSINESS – TEMPORARY PLACEMENTS

BRC Solutions Ltd (Trading as Buzz Recruitment) agrees to provide temporary staff ("Temporary" or "Temps") to individuals and organisations on temporary assignments ("Assignment" or "Assignments").

The Client requires BRC Solutions Ltd (Trading as Buzz Recruitment) to provide from time to time the services of Temps on the following terms and conditions ("Terms and Conditions").

### 1 ACCEPTANCE

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

### 2. ADDITIONAL & IMPLIED TERMS

2.1 These Terms and Conditions (subject to variation under clause 1) and the terms agreed in respect of each Assignment 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.

2.2 All implied terms, conditions and warranties are expressly excluded from this contract to the fullest extent permitted by 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 Buzz Recruitment. The Company shall not be bound by any unauthorised statement.

### 3. RATES

3.1 The rate to be charged for a Temporary will be as agreed between Buzz Recruitment and the Client prior to each Assignment, subject to rights of variation provided under this contract.

3.2 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.

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

3.4 In addition to the charges, the Client will pay GST and any other taxes which relate to an Assignment (except PAYE tax). If a Buzz Recruitment temporary employee is required to work for you on a statutory holiday, Buzz Recruitment will award a day off in lieu (in accordance with the Act) and charge accordingly.

### 4. PAYMENTS

4.1 The Client will pay all charges invoiced by Buzz Recruitment within 7 days of receipt of the invoice. Buzz Recruitment reserves the right to charge a late payment fee up to 20% per calendar month on all overdue balances.

4.2 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.

4.3 Buzz Recruitment may vary the interest rate at any time by notifying the Client.

4.4 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 Buzz Recruitment.

4.4 Buzz Recruitment 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.

### 5. FURTHER ENGAGEMENT

5.1 Where, within six months of the termination of an Assignment or the most recent referral of a Temporary to the Client:

- (a) the Client engages the Temporary as an employee or as an independent contractor; or
- (b) the Client introduces the Temporary to another person or organisation and that person or organisation engages the Temporary as an employee or as an independent contractor the Client will pay a fee calculated in accordance with the Buzz Recruitment schedule of charges for permanent or temporary staff (as appropriate).

### 6. CANCELLATIONS

6.1 Any cancellation of an Assignment by the Client must be advised to Buzz Recruitment at least twenty-four (24) hours before the Assignment is due to commence or, if this is not possible, as soon as practicable.

## TERMS OF BUSINESS – CONTINUED...

6.2 If the Client advises Buzz Recruitment of a cancellation within twenty-four (24) hours of the commencement of an Assignment, the Client will be liable to pay to the Company a fee equal to four (4) hours at the hourly charge out rate of the Temporary.

### 7. LIABILITY

7.1 Buzz Recruitment 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.

7.2 Buzz Recruitment 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 Buzz Recruitment to refer a Temporary to the Client.

7.3 The Client indemnifies Buzz Recruitment against any loss, damage or expense suffered by Buzz Recruitment 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.

7.4 The provisions of this clause 7 continue to bind the parties after any Assignment has ended.

### 8. INSURANCE

8.1 The Temporary is not covered under the Buzz Recruitment 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.

8.2 The Temporary shall not be required to use his or her own vehicle for the purposes of an Assignment.

8.3 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.

### 9. GUARANTEE

9.1 should a Temporary be found unsatisfactory by the Client on reasonable grounds, and after giving the Temporary a reasonable opportunity to explain:

- (a) within four (4) hours of the start of an Assignment and Buzz Recruitment is informed within that time, no charges will be incurred by the Client in respect of that Temporary;
- (b) after the first four (4) hours of an Assignment, Buzz Recruitment will use its best endeavours to replace the Temporary, but normal rates will be charged.

9.2 The guarantee in this clause 9 applies where all money owing

under these Terms and Conditions has been paid.

### 10. SUBSTITUTION OF TEMPORARY EMPLOYEE

10.1 Buzz Recruitment in its sole discretion, may substitute one Temporary for another on any Assignment.

### 11. COMPLIANCE WITH LEGISLATION

11.1 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, human rights and the Employment Relations Act 2000.

11.2 If the Temporary is injured, or subjected to any breach of any statute or common law while on Assignment with the Client, the Client will indemnify Buzz Recruitment in respect of any liability resulting from the injury or breach including (but not limited to) any:

- (a) claims brought by the Temporary against Buzz Recruitment arising out of their assignment with Buzz Recruitment;
- (b) damages or penalties imposed on Buzz Recruitment under any Act or Regulations;
- (c) payments to be made by Buzz Recruitment under the Injury Prevention and Rehabilitation and Compensation Act 2001 (and amending or substituting legislation), including indemnifying Buzz Recruitment for any increases in levies paid by Buzz

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Recruitment under the Act as a result of an injury or the accident causing the injury.

### 12. NATURE OF RELATIONSHIP BETWEEN TEMPORARY AND COMPANY

12.1 The parties agree that Buzz Recruitment employs the Temporary and that the Temporary while on Assignment does not become an employee of the Client.

### 13. DETAILS OF ASSIGNMENT

13.1 The Client agrees to provide to Buzz Recruitment, 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; and
- (d) an indication of when and/or how the Assignment will conclude; and
- (e) the Client's Health and Safety policies and/or procedures.

13.2 The Client understands that the above details in clause 13.1(a)-(e) are required by Buzz Recruitment in order to comply with the requirements of the Employment Relations Act 2000, and its obligations under the Health and Safety in Employment Act 1992. If the Client fails to provide this information before the commencement of the Assignment, Buzz Recruitment may not be able to provide

the temporary in which case, Buzz Recruitment will not have breached this agreement.

13.3 The Client will advise Buzz Recruitment of any changes to the assignment prior to those changes being implemented. Buzz Recruitment reserves the right to alter the assignment Rates to reflect the changes to the Assignment.

13.4 The provisions of this clause 13 continue to bind the parties after an Assignment has ended.

### 14 HEALTH AND SAFETY

14.1 The Parties recognise that both have obligations to the Temporary under the Health and Safety at Work Act 2015. 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, induction and supervision in the safe operation of any procedure needed to perform the Assignment, emergency procedures, and the safe performance of the Temporary's duties. The records of such training, induction and supervision shall be made available to the Company on request.

14.2 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.

14.3 The Client shall ensure that the Temporary wears and/or uses any protective clothing and/or equipment required in performing the Assignment.

14.4 The Client shall nominate a contact person with whom the Temporary may confer in the event of any health and safety issues or concerns.

14.5 The Client shall immediately inform Buzz Recruitment in the event of any incident, accident or near-miss involving the Temporary.

14.6 In the event that Buzz Recruitment (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, Buzz Recruitment 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 minimised to the Company's satisfaction, the Company 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.

### 15 GOVERNING LAW

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

15.2 These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of Buzz Recruitment.

15.3 The Client may not assign this agreement without the prior written consent of Buzz Recruitment.



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### SUITABILITY OF CANDIDATE

Every effort will be made to qualify the suitability of candidates presented for an interview; however we rely on the accuracy and completeness of the assignment specification provided by the Company and the information provided by the Candidate. We will endeavour to verify such information but cannot offer an absolute assurance of accuracy of such information. Therefore, we will not accept liability for loss, expense, damage or delay directly or indirectly as a result of our referral, and/or subsequent employment of a candidate.

### EXECUTION - Please also initial each page

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Authorised Signatory \_\_\_\_\_ Print name: \_\_\_\_\_

Position: \_\_\_\_\_

Please **sign and scan or fax back ALL four (4) pages** to BUZZ on **03 351 1358**.