

# Terms of Business

## 1) General

The agreement between PEOPLE4U LIMITED NZBN: 9429049207972 ("Project123"), and you the client ("You") are those set out in these Terms of Business ("Terms"). These Terms supersede any previous terms or agreements provided.

## 2) Acceptance of Terms

The acceptance of candidate details emailed to You, or interviewing of the candidate or engagement of the candidate introduced by Project123 or passing to any third party of personal information pertaining to a candidate introduced to You by Project123 will constitute You accepting of these terms, even if they have not signed or endorsed these terms and returned a copy to Project123.

## 3) Contract Services

**Rates and Allowances.** You agree to pay Project123 the hourly, or daily, rates and allowances for each assignment as agreed or as documented in a separate schedule provided prior to the commencement of each assignment.

**Guarantee – Working Together.** If a Project123 contractor does not meet the position expectations and Project123 is informed within eight (8) hours of the start of the assignment no charge will be incurred. Should any Project123 contractor not meet the position expectations at any time after the first eight (8) hours Project123 will look to provide a suitable replacement, subject to payment by the client in respect of the charges. The new Project123 contractor will be treated as a new assignment.

**Professional Services Fee & Guarantee – Contractor to Permanent Placement.** You agree to pay Project123 the relevant Professional Services Fee to Project123, where the candidate introduced to You by Project123 is; employed or engaged by You or a third party where You have made introductions on a contract or permanent basis within 12 months of introduction or termination with regards to a candidate on a temporary or contract assignment. A guarantee may be applicable to these placements provided the client has participated in the Project123 after placement process and the invoice is paid within seven (7) days.

**Health & Safety in Employment.** You agree you will take all practicable steps to ensure the health and safety of the contractor while at work at your premises or the venue designated to be the workplace. You further agree you will comply with any codes of practice usually adopted in your industry pursuant to the Health & Safety in Employment Act 1992 (the Act) and any subsequent amendments, relevant to the Contractor's work. In the event a contractor sustains an injury whilst

working for You, You agree that it will comply with all requirements of the Act. You agree to indemnify and hold Project123 harmless as a consequence of any claim made by a contractor whether or not pursuant to or in respect of any fine, court costs, legal costs and disbursements payable by Project123 as a consequence of any prosecution brought against Project123 pursuant to the Act relating to the employment of a contractor at your premises or designated work venue or for any damages claimed at common law.

**Contract Services Liability.** You agree and acknowledge that: You shall indemnify Project123 against all liabilities, losses or damages suffered or incurred by any third party (direct, indirect or consequential) arising out of or in connection with any action or omission of the contractor whilst on your assignment. Project123 shall not be liable under any circumstances whatsoever for any loss, damage or expense however occasioned, suffered or incurred by You arising from or in any way connected with the actions of the contractor on assignment to You. You will be responsible for all acts and omissions of any contractor whether wilful or negligent and whether occurring on or off your premises or the designated work venue. You shall indemnify Project123 against any liability, loss damages or expenses arising out of any claim or complaint by the contractor relating to any assignment with you.

**Insurance.** The contractor is not covered under any insurance policy of Project123. In the event the contractor handles cash, cars, valuables, documentation or equipment whether on or off your premises, You will immediately make arrangements for the contractor to be endorsed on Your insurance policy. All Project123 contractors will hold the relevant PI PL Insurance.

**Payment.** All fees and charges are payable within seven (7) days. Time of payment is paramount and is the essence of the service we provide. No purported claim or dispute raised by You is grounds for You withholding payment of any monies due to Project123 from the provision of professional services, nor shall such purported claim or dispute confer on You any right to offset payment due to Project123.

If it is necessary for Project123 to seek legal remedies to obtain payment of amounts owed to Project123 by You, You agree to reimburse Project123 for all of its legal expenses when Project123 is successful in obtaining judgment against You for outstanding monies.

## 4) Professional Services Fee

The Project123 Recruitment Service Fees are as follows:

**Contract Placement.** Project123 will charge You a 12% fee calculated as a percentage of the contractor's gross weekly remuneration (plus GST), for the duration of the assignment. This fee is unchanged if the candidate is employed on a contract or temporary basis for a period of less than twelve months.

**Permanent Placement.** Project123 will charge You a 12% placement fee calculated as a percentage of the candidate's gross annual remuneration (plus GST), the payable is calculated based on the percentage of the candidate's annual commencing salary package.

Annual commencing salary will be taken to include cash salary, superannuation, guaranteed bonuses and commissions, and non-cash benefits, which form an integral part of the remuneration package. The provision of a motor vehicle will be valued at the cashed-out equivalent of the vehicle.

If a Project123 candidate is employed by You, the fees will be charged in accordance with the fee schedule set out above. The placement fee will be payable within seven (7) days.

## 5) Suitability of Candidates

While Project123 makes every reasonable effort to ensure the suitability of candidates, Project123 does not accept liability for any loss, expense, damage or delay arising in connection with a candidate, irrespective of how they are caused and for any direct or consequential loss or damage resulting from a breach of contract, tort or otherwise howsoever arising.

The Client will need to satisfy itself as to whether the integrity, qualifications, suitability and relevant medical condition for the position concerned have been met by the candidate. The final recruitment decision rests with You and You will indemnify Project123 and hold harmless against all liability, loss, claims, fines, penalties and damage (including but not limited to Project123's own loss and any third party claims and any legal costs on a full indemnity basis) arising out of or in connection with this agreement or any act or omission of any candidate.

## 6) Your Employee

Any candidate employed by you in accordance with these Terms is your employee and you are responsible under any statute, regulation, by-law, ordinance or other determination of any government agency with the force of law in Australia or New Zealand for:

- (a) All of the entitlements of the candidate, including but not limited to the payment of salary, annual leave, personal/carer's leave, and long service leave (Employee Entitlements); and
- (b) All of the obligations of an employer, including but not limited to obligations contained under the Fair Work Act 2009 (Cth) or relevant state Industrial legislation in Australia and the Employment Relations Act 2000 in New Zealand (Employer Obligations), in relation to that candidate.

## 7) Replacement Guarantee

A Replacement Guarantee is offered for Permanent Recruitment for a period of 3 months from the candidate's start date, this covers all recruitment and advertising costs.

### Conditions

The Replacement Guarantee means that we will use our reasonable commercial endeavours to find a replacement candidate for the position and it will only apply if:

- a) You have paid our fees in accordance with these Terms; and
- b) Your request to replace the candidate is given to us within one (1) week of the candidate's termination; and
- c) Your request to replace the candidate is given to us exclusively for not less than two (2) months following your request; and
- d) The original job specification is unchanged; and
- e) Either you or the candidate terminates their employment.

The Replacement Guarantee will not apply:

- a) If termination is the result of a change in the job specification, your structure, operations, or workplace conditions; or
- b) For replacement candidates placed in accordance with this Replacement Guarantee.

You may not transfer the Replacement Guarantee to any other placement or service provided by us.

## 8) Limitation of Liability

Our total liability for a breach of the guarantee given in clause 7, or any other provision of these terms, whether in contract, tort, negligence or in any other way, will not exceed the amount of the Professional Services Fee actually paid by you.

## 9) Governing Law

Our relationship with You is governed by New Zealand law and the courts of New Zealand have exclusive jurisdiction.