

TERMS & CONDITIONS

GENERAL

1.1. Introduction

These Terms & Conditions form the principles under which Agoge Limited, its divisions and subsidiaries conduct business with its clients. We refer to ourselves throughout this document variously as "we" or "our". We refer to you, our client throughout this document as "you" or "your". We refer to both parties by the use of normal English such as "both of us". "Onsite Staff" refers to staff employed or contracted by us that we charge you for.

We will do business with you on the understanding that both of us will abide by the latest revision of these Terms and Conditions prevailing on the day that your order is accepted.

1.2. Conduct

We expect to conduct business with you in a professional manner and believe that maintaining a good relationship with you is one of our highest priorities. Both of us will act in good faith at all times when dealing with each other.

1.3. Confidentiality

We will both keep details of our business confidential, with the following exceptions:

- a. Either of us may refer to the existence of our commercial relationship with the other unless we have both previously agreed not to in writing.
- b. This referral is limited to statements of the existence of this commercial relationship and may include the use of any generally available logos and trademarks (with acknowledgements) and links to Internet web sites.
- c. We may use information for in house marketing purposes. You may opt out of this at any time by contacting us.
- d. We reserve the right to draw public attention to the result of any legal action we may take against you.

SUPPLY OF SERVICES

2.1. Proposals, Pricing & oncosts

Unless otherwise stated, all prices that we quote are valid for 4 weeks. Where you are using our recruitment services prices will vary based on the actual rate we pay Onsite Staff, however we will not change the margin percentage without first contacting you.

We reserve the right to change the pricing of services for new hires at any time, but will notify you when you place the order. You will be charged for ongoing existing services and pre-booked services at the original rates, other than the requirement to change on-costs for onsite staff. If we change our rates or oncosts, we will generally try to give you 4 weeks notice.

2.2 Agoge Recruitment- Conditions of Supply

2.2.1 Industrial Onsite or General Temp/Casual Staff Conditions:

Invoicing. We will invoice you at the beginning of each week for the previous week's services. This will be based on time sheets provided to us by either you or the Staff Member. Timesheets must be returned to us, or if online timesheets are used it should be verified and submitted by 12pm on Monday to allow time to process the Onsite Staff Members pay. We may use the hours submitted by the Onsite Staff Member where you have not provided a timesheet to us. Information provided by you is deemed as correct and invoiced accordingly and any correction to the invoice must be notified to us by noon Wednesday.

Daily hours will be rounded to the nearest 1/4 hour.

Statutory Pay. When an Onsite Staff Member works on a statutory holiday you will be charged for the actual hours worked on the holiday at a rate of 150% their normal hourly rate. The Onsite Staff Member will also be entitled to a day in lieu, at no charge to you, which shall be taken at a time mutually agreeable to the Onsite Staff Member and yourself. (Please refer to our Public Holiday Fact Sheet for further information on the treatment of Statutory Holidays).

Onsite Staff to Permanent. We aim to at least cover a permanent placement fee through before an Onsite Staff member can go permanent with you. Where the margin collected for the hours worked on the assignment do not cover the permanent fee you agree to pay the remaining margin as outlined in your proposal. There is no placement guarantee for this service.

Industrial Direct to Permanent Placement. Once selection has been made for a permanent employee, we will invoice once the successful candidate has signed the letter of engagement or employment agreement. We will guarantee industrial permanent placements for 90 days from their start date as per conditions in 2.2.3.

Minimum Booking / Cancellations. Unless agreed prior a minimum booking time of four hours applies. Cancellations must be advised to us by you twenty-four hours prior to the commencement of the Job or the minimum booking will apply.

On-Cost changes. Any legislation changes may require additional costs to be invoiced. The margin percentage will remain at agreed level.

Requirements for Transport Operators. Where one of our Onsite Staff are engaged as a driver for you, you agree to ensure they are 100% compliant to the Land Transport Act and are fully ensured by you. You also agree to our [Requirements for Transport Operators Conditions](#) which are available on request.

2.2.2 Professional / Executive Recruitment Conditions:

Standard 90 Permanent Placement Guarantee. We guarantee each permanent placement for a period of 90 days for Agoge Professional placements. The guarantee takes place from the first day of employment and continues for 90 calendar days. If the Staff Member finishes employment with you for any reason during this 90-day period we will find a replacement Staff Member at no extra cost to you within a mutually agreed timeframe with the following conditions:

- This applies only to Staff Members for which a full permanent placement fee is paid.
- Invoicing for Permanent Recruitment Services will be completed on the day the candidate starts in the organisation. *All invoices related to this Placement are to be paid within 14 days of the invoice date for Replacement Guarantee to be activated.*
- We will only make a replacement once; it would be a full fee for anyone thereafter.
- In the event that a permanent placement finishes within 90 calendar days of start date, and we are unable to find a replacement within a mutually agreed timeframe, we will refund 80% of the placement fee.

Additional 90-day extension to Placement Guarantee. If the Staff Member finishes employment with you after 91 days and before 180 days, we will find a replacement Staff Member for a 50% fee of the original invoice. The extended Guarantee is conditional to:

- Agoge having the exclusive rights to recruitment for the initial hiring request.
- You agree to have a minimum of 5 people complete the Ethos Assessments. For this with you get your team to complete a quick survey which is sent via email link, all candidates coming through the process will complete the same survey and we match them against fit to your team. Doing these assists with ensuring employees are happier & stay longer.
- The Guarantee does not apply if the employee finishes because of restructure or redundancy or harassment.

2.2.3 General Recruitment Conditions:

Care in Selection. All care is taken in presenting accurate information to you; however, we do not accept any liability for the accuracy or completeness of information provided by an Applicant, Temporary Onsite Staff Member, appointed permanent staff member, any third party or you. We do not make nor give any representations or warranties in relation to Staff.

Permanent Placement Guarantee. The permanent placement guarantee only applies for placements where a full fee is paid on time. It does not apply to Onsite (Temp) to Perm placements.

We guarantee each permanent placement for a period as detailed above, or otherwise stipulated in the proposal. The guarantee takes place from the first day of employment for the period stipulated in calendar days. If the Staff Member finishes employment with you for any reason during this period, we will find a replacement Staff Member at no extra cost to you within a mutually agreed timeframe.

In the event that a permanent placement finishes, and we are unable to find a replacement within a mutually agreed timeframe, we will refund 80% of the placement fee.

Annual Earnings. Annual Earnings are calculated as Salary plus On-target bonuses. If the person is paid by the hour Annual Earnings will be calculated at the Hourly Rate x 8 hours x 261 working days plus significant allowances or bonuses.

Subsequent Placement ("Poaching"). To discourage poaching of people we introduce to you, should you employ or engage a person introduced by us within a period of 6 months from the last introduction or engagement, then you shall be liable to pay the Supplier a penalty fee equal to 4 months salary of the said person, or the market rate for that role, whichever is higher. This clause obviously does not apply if you take, employ or engage the person in line with our other conditions and pay the correct fees.

2.3 Agoge General Conditions of Supply

Agoge Services covers all other areas of our business not covered previously. These include but are not limited to consultancy, online and specific contracts for service.

Intellectual Property. We retain all rights with regard to the ownership of copyrights, trademarks and all other intellectual property rights to the results of any work that it carries out for you unless otherwise previously agreed in writing.

For work that involves extending or enhancing existing intellectual property that we do not own, we will retain intellectual property rights to our extensions and enhancements.

Any work we carry out for you is on a non-exclusive basis unless otherwise previously agreed in writing. We may choose to re-use or publish anything we have developed for you, but we will not include any indicators that would link this re-used or published work with you, unless you give us written permission to do so.

Invoicing. We will invoice you at the beginning of each week or month for the previous period's services.

Agoge Online. We may agree to provide you with automated facilities for managing the services that you receive from us. You will be provided with a system (generally through Agoge Online and web-based) to allow access to these facilities and it is your responsibility to ensure the security of this system. You will be liable for the costs of all services ordered, cancelled or altered using these facilities in conjunction with the provided system. We reserve the right to disable any or all of your online accounts with us, for any reason.

If we issue passwords to control access to these systems, you must change these passwords as required by the system. Where we have not been able to provide these tools for any reason then we will issue you with a new password on request.

Other systems that may rely on more advanced technologies are beyond the scope of this document. If we agree to use other kinds of systems, our guidelines for their use will be part of a separate document.

We would like to note that it is your responsibility to track which people in your organisation have access and authority to use these systems. If any member of your organisation who has access to these systems subsequently leaves your organisation or otherwise loses the authority to use these systems then you will be responsible for changing access passwords or performing any other actions to remove the authority from these people.

If your access to these facilities is compromised by the disclosure of your access systems or any similar circumstance that allows unauthorised access to these facilities, you will be liable for all costs incurred by the use of these facilities until you have informed us by a reliable means. You will not be liable for costs incurred by unauthorised access once we have received your notification and we will disable your access to the automated ordering system as soon as practical and review with you the issuing of new access systems. **You must notify us of any privacy or data breach that may have comprised access to our systems.**

COMPLIANCE AND LIABILITY

3.0 Safe & Healthful

Shared PCBU responsibilities

"Onsite Staff" are employed by us to complete assignments on your site(s). We do not usually supervise the day-to-day tasks our Onsite Staff will be performing, nor do we usually control the workplace where they are required to perform the work. Where Onsite Staff are employed on your site(s), both you and us owe a duty of care to the Onsite Staff Member. We are both fully responsible for meeting that duty to the extent to which we have the capacity to influence and control the matter.

Core Commitments

We will:

- > Ensure Onsite Staff Members receive an initial pre site induction covering general industry hazards
- > Ensure Onsite Staff Members are issued with the correct and required Personal Protective Equipment where outlined by you
- > Complete incident reports for any workplace incidents and investigations where necessary
- > Pay first week ACC for any workplace incidents, including payment of ACC levies and any payments under the ACC workplace cover scheme
- > Provide opportunities where practicable for Staff to participate in our health and safety processes and policies
- > Support the prompt reporting, prompt treatment and prompt return to work of injured Staff

You will:

- > Provide and maintain a work environment, plan and systems of work that are fully compliant with current health and safety law and ensure sufficient controls for all risks to health and safety are in place
- > Ensure the safe use, handling and storage of plant, structures and substances

- > Comply with relevant code of practice and health and safety law
- > Providing adequate facilities at work for the welfare of Staff, including ensuring access to those facilities
- > If requested allow our Account Managers access to your sites and procedures so we can collectively keep our staff safe.
- > Induct and train Staff before commencing work and provide ongoing supervision
- > Take all practicable steps to ensure the health and safety of our Onsite Staff while at work
- > Ensure that our Onsite Staff are not harmed by any hazard that is or arises in the workplace that you control
- > Provide reasonable opportunities for Staff to participate in your health and safety processes and policies
- > Provide information, training, instruction and supervision necessary to protect Staff from risks to their health and safety
- > Ensure Staff are trained in, or are supervised by a person who has knowledge and experience of the work, plant and substance
- > Ensure Staff will not be exposed to hazards from the way the work is organized or carried out
- > Have a system for workplace incidents with injury, incidents with no injury and illnesses to be accurately reported, recorded and investigated where needed
- > Support the prompt recording, prompt treatment and prompt return to work of injured Staff
- > Provide any information relevant to our Onsite Staff as requested, including hazard registers, incidents, induction and training paperwork
- > Notify us in the event of an infringement, improvement, prohibition or suspension notice relating to or affecting our Onsite Staff
- > Ensure PPE is worn
- > Any issues with staff to be raised with us

In the event where our Onsite Staff Member sustains an incident with injury, an incident without injury or feels their Health & Safety is compromised, we both agree to comply with all requirements of the Act, including notification of any notifiable event to WorkSafe New Zealand or such organisation as defined by the Act.

We both agree to notify each other immediately that either of us become aware of a notifiable event, incident with injury, incident without injury, any unsafe practices or potential issues with our Onsite Staff.

3.1 Insurance & Liability

Our Staff are to be treated for insurance and risk purposes as if they are your Staff. You will ensure the Onsite Staff Member has been endorsed on your relevant insurance policy, and you will be responsible for all acts and omissions of any Onsite Staff Member while on a job, providing a service, or training whether willful or negligent. You shall indemnify us against any liability, loss, damages or expense arising out of any claim or complaint by the Onsite Staff Member relating to any service, job or training performed for you.

The Onsite Staff Member shall not be required to use his/her own motor vehicle during a Job, and that you will be liable for all loss or damage if their motor vehicle is used.

You shall indemnify us against any liability arising out of any claim or complaint by the Onsite Staff Member relating to any service, job or training performed for you, which is a result of actions/inactions or statements by you or your Staff that may place us in a liable position (By way of example only and without limitation this may include claims under the Human Rights Act, or you terminating the employment of our Onsite Staff Member without our knowledge and instruction).

CONDITIONS OF CREDIT

Should you wish to apply for credit terms we would require you to agree to our Conditions of Credit and for your accounts department to complete an Account Opening form.

4.0 Payment Terms

We pay our Staff weekly and do not have large administration facilities to perform unnecessary credit control functions. We do not wish to conduct business with anyone who causes us to pursue overdue invoices. We are likely to refuse further business from you if you act in this manner, or require payment up front.

Unless explicitly confirmed by us in writing, **all Invoices are payable within 14 days of issue.**

4.1 Failure to pay

Failure to pay on time may result in immediate withdrawal of services without notice and immediate further action will be taken to recover any debts and/or items which have not been paid for in full.

Where you continue to pay outside of our Payment Terms, we may at our sole discretion charge interest on overdue invoices at a rate of the Reserve Bank "Official Cash Rate" plus 8% per annum calculated on a weekly basis from the first date overdue. We may also charge you \$20 for each telephone call or letter used to pursue overdue invoices. You will be liable for all costs incurred recovering overdue invoices.

AUTHORITY

5.0 Governing Law & Variances

These Terms and Conditions are subject to the laws of New Zealand and both parties agree to submit to the exclusive jurisdiction of the New Zealand courts. From time to time we may agree to variances to these Terms and Conditions. Any variance will be in writing from us and will be signed by the CEO.