

GENERAL TERMS OF THE BUSINESS



1. About these terms

- 1.1 These terms apply to any request you make to Topline Talent to find Temporary for you unless otherwise agreed in writing between you and Topline Talent.
- 1.2 By you requesting Topline Talent to find a Temporary for you, you are deemed to have accepted these terms. These terms will be retained until further modification.
- 1.3 Topline Talent may vary these terms time to time, and you are deemed to accept these variations from the next request you make to us to find candidates for you.

2. Finding a Temporary

2.1 Prior to supplying you with temporary staff and in accordance with the Employment Relations Act, Topline Talent will request the following details:

- 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

2.2 Topline Talent has pre-defined job boards to publish any vacancy. If you need us to advertise on outside these channels you agree to pay for the associated cost with it.

2.3 Minimum assignment length is 6 hours.

2.4 No guarantee applies to Temporary to permanent placement.

3. Topline Talent Liability

Topline Talent makes every effort to ensure that you are 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.

Topline Talent 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 Topline Talent to refer a Temporary to the Client. To the extent permitted by law, the Client indemnifies Topline Talent against any loss, damage or expense suffered by Topline Talent 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.

Insurance

Should you require Temporary staff to use company vehicles, please check with Topline Talent to ensure the Temporary has the appropriate vehicle licences. You will also need to have the appropriate vehicle insurance cover for the Temporary. If cash handling is required as part of the Temporary's job responsibilities, this will be on the understanding that as Topline Talent is not providing direct supervision, we will not be liable for any losses.

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4. Our Guarantee

- 4.1 Topline Talent guarantee that Temporary provided to you for an assignment will be best fit. For an unsatisfactory performance of Temporary within 6 hours of commencement of an assignment after full training provided, Topline Talent will supply a replacement as soon as possible with no charges to client for those 6 hours.
- 4.2 Topline Talent handle all issues related to termination and performance directly to Temporary. If such need arises, Topline Talent must be the first point of contact for you. Topline Talent will support you and manages all issues such as discipline, performance and conduct directly with Temporary.

5. Charges and Payments

- 5.1 All payments are to be made in New Zealand currency and are payable within 10 days from the invoicing date unless otherwise negotiated with Topline Talent.
- 5.2 All Temporary rates are hourly based and include the time for rest breaks but exclude the meal break of 30 minutes or longer.
- 5.3 All Temporary workers are employed by Topline Talent and are paid directly by Topline Talent. There are no charges for meal break, Time off and Sick leave. Where overtime provision applies, additional charges will be made. On public holiday rate charge will be one and a half time the hourly. Christmas day will be charged at double time. If out of town travel requires, travel charges may apply.
- 5.4 Topline Talent will provide the paper based or digital time sheet for recording the hours worked by Temporary. Timesheet is to be approved by you and returned by Monday 12pm. At such time, if the approved sheet is not returned by you, Topline Talent will accept the hours submitted by Temporary and will pay accordingly.
- 5.5 Commissions and bonus are not part of Topline Talent's standard pay structure. They will be paid on your behalf only upon payment of commissions and bonus to Topline Talent.
- 5.6 All hourly rates are GST exclusives.
- 5.7 Topline Talent may vary the rate to be charged for Temporary at any time after negotiating with you. If the variation is caused by government legislation the rate change is automatic.
- 5.8 Cancellation of an assignment must be advised 24 hours before the assignment to commence. Less than 24 hours' notice will result in levy of minimum of 6 hours.
- 5.9 Topline Talent may require you to pay interest on compounding basis at the rate of 2.5% per calendar month on all amounts remaining unpaid from the due date until the date of payment in full.
- 5.10 2% surcharge may apply on the payments made by credit card.
- 5.11 If you fail to pay any amount when required under the terms, we reserve the right to suspend any service without incurring any liability whatsoever and all amounts owing by you become immediately payable. You shall be liable for all expenses and costs (including legal and debt collection) in relation to collection of outstanding amounts under this agreement.
- 5.12 If the payment is not received within the due date, you will not be able to rely on our guarantee.

6. Health & Safety

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- 6.1 The Client agrees to comply with the Health and Safety at Work Act 2015. Client is to make sure to implement, comply with rules and ensure Health and Safety Operational Risk Management system is in place. In addition, processes to ensure the Client can comply with their health and safety-related obligations under law. This will include, but is not limited to, ensuring the Temporary receives appropriate training, induction and supervision including emergency procedures and is provided with a safe workplace. The Client will promptly notify Topline Talent of any such event (being an incident that must be reported to a health and safety regulator or any near miss of such an incident), which involves a Temporary. If the Client breaches any health and safety-related obligation under these Terms of Business or law, Topline Talent may give the Client written notice to suspend the engagement until the breach has been remedied. The Client will remain responsible for payment of any charges under these Terms of Business during the period of suspension. Topline Talent also share the responsibility of Health and safety for the workers. Therefore, we provide a basic Health and Safety induction to all our Temporaries. We invite our clients to submit their training plan to our office so we can make sure all the related Temps goes through them before starting any assignment. Topline Talent promote Consult, Co-operate and Co-Ordinate principle to maintain H&S amongst all the stakeholders.
- 6.2 Provide Temporary with uniform and PPE such as equipment or materials required for them to carry out work in a proper and safe manner unless we have agreed to provide it.
- 6.3 You agree to comply with all legislative and regulatory requirements relating to a Temporary including but not limited to health and safety, human rights and Employment Relation Act 2000.

7. Credit Check

- 7.1 You authorise us to collect, use and retain information about you for the purpose of carrying a credit check.
- 7.2 You authorise us to obtain credit report and other information about you from any third party (including third party credit agency) notified by us to you for this purpose.

8. Disputes

- 8.1 If the dispute arises out of these terms or any candidate, the parties will endeavour to resolve the dispute by good faith negotiations between the parties. If in case the dispute remains unresolved, either party may refer the dispute to mediation by notice in writing by a mediator to be agreed between the parties within 5 working days of that notice. Parties will share the costs of the mediator equally.

9. Amendments

- 9.1 Any amendments or modification to these terms must be agreed by the director of Topline Talent and must be in written. Topline Talenta has all the rights to make necessary changes to this document on regular basis. All the parties will be provided with written notice before such amendments and will be given adequate amount of time before any changes take place.

10. Illegality

- 10.1 If any of the clauses in this agreement is invalid or illegal or unenforceable, the remaining provisions concerned shall continue in effect.

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11. Privacy & Confidentiality

11.1 You agree to preserve the privacy of personal information concerning any of our candidates whose personal information has been provided to you, or accessed by you, to a standard not less than that prescribed by the Privacy Act 1993; and additionally to hold yourself as a trustee of the promise to do so for the benefit of our candidate.

11.2 So far as the law allows, you must maintain the confidentiality of any information that we communicate to you and identify as being confidential (including the fact that one of our candidates may be seeking a new position). You must not use or disclose confidential information that we communicate to you without our written consent. For the purposes of this sub-clause you may use confidential information that we have communicated to you about our candidate for the purpose of engaging our services.

11.3 You must identify any information that you require us to keep confidential. If you do not properly and expressly identify information that you communicate to us as being confidential, we may use and disclose it as we think fit for the purpose of providing or offering our placement services to you; and you must indemnify us against any claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.

- For the purposes of clause above, the following information is expressly identified as being confidential, namely information about:
- (a) your current staff;
- (b) your human resources strategies;

We will not use or disclose it without your consent.

12. Governing Law

12.1 Our relationship with you is governed by New Zealand law.