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Paraparaumu 5254

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ele.nz

Terms of Business for the supply of Labour

Company Name:

These Terms of Business are on behalf of ELE Holdings Limited and any of its subsidiary companies ("ELE GROUP"). ELE GROUP agrees to supply temporary worker/s ("temporary worker/s") to the Client on the Terms of Business set out below. These Terms of Business not only apply to temporary worker placements, but to all placements of ELE Group candidates for; permanent employment or independent contracting assignments, and comprise all the terms, representations and warranties between the parties, subject to any variations recorded in writing and signed by the parties. These Terms of Business supersede all prior discussions between the parties and shall be binding on the successors and assigns of each party. Acceptance of the services provided by ELE GROUP will be deemed to be acceptance of these Terms of Business.

ELE GROUP reserves the right to make changes to these Terms of Business by providing 30 days-notice in writing. Any amended Terms of Business will be placed on ELE GROUP's website (www.ELE.nz).

ELE GROUP will use all reasonable endeavours to source, locate and place temporary worker/s to meet the needs of the Client. However, ELE GROUP shall not be liable for any losses or damages to the client as a result of the failure of ELE GROUP to supply temporary worker/s.

Temporary Workers

a) fees

- The Client will pay an hourly rate for each temporary worker/s plus allowances (“the fees”) as agreed verbally or otherwise between ELE GROUP and the Client prior to each assignment. The minimum length of an assignment is six hours per day. A fee equal to 6 hours at the agreed hourly rate is payable on any assignment of less than six hours per day. (“Allowances” means all expenses incurred in the provision of services by the temporary worker/s. Example: travel, meal, accommodation expenses). ELE GROUP reserves the right to vary the hourly rate (and allowances, if any) at any time by giving 30 days written notice to the Client.
- Where the Client is ordering the temporary worker/s to work on a statutory holiday, the Client accepts that they will be required to pay ELE GROUP for the hours worked by the temporary worker/s on that day at a pre-agreed rate that allows for the temporary worker/s to be paid at a minimum rate of time and half. Where the Client is ordering temporary worker/s on a one off or infrequent basis, a further (8) hours may be charged to cover the day in lieu for the temporary worker/s that may be payable.
- The Client is required to sign and authorise the temporary worker/s timesheet or provide confirmation via email of hours worked by the temporary worker/s for the preceding week Monday to Sunday, no later than mid-day Monday confirming the hours worked by the temporary worker/s and as acceptance to pay for those hours.
- ELE GROUP will invoice the Client weekly at the agreed rate plus allowances, if any, plus GST.
- ELE GROUP will pay all costs associated with the temporary worker/s.

b) Transfer of temporary worker/s to the client

- All temporary worker/s are under contract and engaged by ELE GROUP. If the Client wishes to employ directly any ELE GROUP temporary worker/s, while under contract or within 6 months after the completion of the most recent assignment, the Client will become liable for ELE GROUP recruitment fee “finders’ fees”.
- The “finders fee” payable is based on the following formula:
 - (1) Less than (12) consecutive weeks on assignment with the Client – a minimum of \$8,000.00 or 10% of the first year’s expected annual salary plus GST, whichever is the greater.
 - (2) Thirteen (13) weeks to twenty-five weeks (25) on assignment with the Client, where a minimum of 1,000 hours has been invoiced in the preceding 25 weeks, - \$2,500.00 plus GST
 - (3) Twenty-Six (26) weeks or more where a minimum of 1,000 hours has been invoiced in the preceding 25 weeks, – \$Nil.
 - (4) Off shore workers on Visas who are under contract to the Client by ELE GROUP, cannot transfer to the Client at any time without written permission from ELE GROUP. If the Client employs an offshore worker on a work visa who was previously engaged with the Client via ELE GROUP, the Client will become liable for a placement fee of not less than 20% of the worker’s annual salary or \$15,000.00 plus GST, whichever is the greater.
- No ELE GROUP worker/s shall transfer to the Clients employment, unless the Clients account with ELE GROUP is paid in full as per the signed Credit Application.

Payment

- Payment of the fees is due in accordance with the signed Credit Application.
- Should payment not be made by the due date then the Client will pay a penalty fee at the rate of 15% per annum calculated daily on the balance owing from the due date to the date of payment in full plus all costs incurred by ELE GROUP in the enforcement or attempted enforcement of its rights and remedies under these Terms of Business or otherwise. All debt collection costs incurred by ELE GROUP for the collection of any of the Clients unpaid invoices shall be paid by the Client. ELE GROUP reserves the right to demand full settlement of the account if it remains overdue for more than 7 days.
- ELE GROUP reserves the right to withdraw any worker/s from any assignment with the Client for non-payment without limiting all or any of its rights pertaining to these Terms of Business.

Health and Safety

- The Client shall ensure compliance with all statutory requirements relating to the temporary worker/s except where these are expressed to be the responsibility of ELE GROUP under these Terms of Business.
- Site supervision is the responsibility of the Client. The Client warrants that all work is carried out in a safe and responsible manner and that all ELE GROUP requirements are complied with.
- Where ELE GROUP supplies temporary worker/s for a specific requirement and throughout the course of the assignment the requirement and work conditions unilaterally change, the Client must inform ELE GROUP of the changes immediately.
- The Client warrants and agrees that it:-
 - (1) Has a Health and Safety Policy and Plan in place.
 - (2) Will supervise, provide training where required, direct and control the manner and conditions under which the temporary worker/s are required to work.
 - (3) Will ensure the temporary worker/s are wearing the appropriate protective clothing and equipment at all times.
 - (4) Will immediately notify ELE GROUP of any accidents or incidents involving the temporary worker/s.
 - (5) Will provide access for ELE GROUP to inspect the work site to ensure the conditions are safe and consistent with ELE GROUP understanding of the site, the job requirement, the hazards and controls.
 - (6) Will have in place and maintain an effective hazard identification and control process.
 - (7) Where a safety induction course is required, will advise ELE GROUP so as to ensure the temporary worker/s attend the induction course and are made aware of any hazards likely to be encountered on the assignment.
 - (8) Will proactively manage all workforce health and safety in keeping with Health and Safety at Work Act 2015.

Insurance

- The temporary worker/s shall be under the direction and the control of the Client from the time of commencement of duties for the duration of the engagement. The Client is responsible for all acts, errors or omissions whether wilful or negligent or otherwise of the temporary worker/s and ELE GROUP does not accept any liability for any loss, expense or damages arising from any failure by the temporary worker/s howsoever arising.
- The Client agrees that under no circumstances will ELE GROUP be liable for any losses or damages to the Client, howsoever caused by the temporary worker/s while on assignment. The Client hereby indemnifies and agrees to keep indemnified ELE GROUP against all losses and damages.
- The temporary worker/s will not be covered for any other losses or damages under ELE GROUP insurance policies. It is therefore the Client's responsibility to update and amend their own insurance policies to cover any circumstances that may arise while temporary worker/s are on assignment.
- Where ELE GROUP cannot supply temporary worker/s to the Client when requested, ELE GROUP accepts no liability for any losses or damage to the Client as a result of non-supply.
- ELE GROUP accepts no liability whatsoever for any debts to the Client incurred by the temporary worker/s.
- The temporary worker/s will not be required to use their own motor vehicle during an assignment for the Client's purpose, but if required to do so, the Client will be liable for any loss, costs or damage suffered by the temporary worker/s to the extent that such loss, cost or damage are not covered by any insurance policy held by or on behalf of the temporary worker/s.
- The Client agrees to indemnify ELE GROUP for any representations made by the Client to the temporary worker/s, including but not limited to, any loss or costs incurred as a result of any personal grievance by the temporary worker/s against ELE GROUP pursuant to the Employment Relations Act 2000 arising out of representations made by the Client to the temporary worker/s while on assignment or otherwise.

General Provisions

- No waiver by ELE GROUP of any breach of these Terms of Business will be deemed to be a waiver of any other or any subsequent breach. ELE GROUP's failure to enforce any provision of these Terms of Business will not be interpreted as a waiver of that provision.
- The Client will not at any time use or disclose any information relating to ELE GROUP's business nor any temporary worker/s or candidate that ELE GROUP considers is confidential without first obtaining ELE GROUP written consent.
- In these Terms of Business, the name ELE GROUP refers to all subsidiary companies of ELE HOLDINGS LIMITED in New Zealand.
- This agreement is intended to supplement ELE GROUP's account application form and any other formal health and safety documentation that ELE GROUP has in place with the company named within these Terms of Business.
- Where Purchase Order Numbers are required by the Client to support the request for Workers and that these Purchase Order Numbers are to be displayed on ELE Tax Invoices, then the Client must formally supply the Purchase Order Number to ELE no later than Monday 5pm for the proceeding week (Monday to Sunday). ELE takes no responsibility for Purchase Order Numbers supplied after services for the proceeding week have been invoiced and will not add Purchase Order Numbers retrospectively to any Tax Invoices. Should the above process not be adhered to ELE will refute any suggestion/attempted justification of late payment due to absence of Purchase Order Numbers.

Declaration

I confirm that:

- I have read and understood the Terms of Business in this agreement and I accept them fully. I have also received a copy of this agreement.
- I am an authorised signatory of the Client.

Signed by/on behalf of the Client:

Signed: _____

Name: _____

Title: _____

Address: _____

Date: _____

In the presence of or signed on behalf of ELE GROUP

Signed: _____

Name: _____

Title: _____

Address: _____

Date: _____