TERMS AND CONDITIONS

FrameWork Recruitment Limited

DOCUMENT OWNER	Director	REVIEW FREQUENCY	Annual
EFFECTIVE DATE	September 2026	VERSION	1.0

This is an agreement between FrameWork Recruitment Limited (**FrameWork Recruitment**) and

Client name:	
Trading as:	

TEMPORARY EMPLOYEES

1. Introduction

1.1 FrameWork Recruitment conducts a business involving the assignment of FrameWork Recruitment's Temporary Employees to perform work at other businesses and the supply of permanent employees via agreement.

2. Acceptance

2.1 FrameWork Recruitment and the company, sole trader, partnership, trust, body corporate or other entity whose details are stated above (**Client**) have reached an agreement on the terms and conditions set out below when the Client requests FrameWork Recruitment to provide the Labour Services of its Temporary Employees to the Client (**Assignment**). The terms and conditions constitute a contract between FrameWork Recruitment and the Client (**Agreement**).

2.2 Acceptance of this Agreement is deemed complete by the authorisation of the Client's representative or the signature of the Client at the end of this Agreement. Further acceptance of the Agreement is confirmed, regardless of whether this Agreement is signed, whenever:

(a) any representative of the Client requests a Temporary Employee; and/or

(b) where the Client allows any Temporary Employee to perform services for them.

2.3 These terms and conditions comprise all of the terms, representations and warranties between the parties and take precedence over any prior discussions and/or agreements for Labour Services to be provided under this Agreement by FrameWork Recruitment to the Client. Any amendments to this Agreement will only be effective if they are in writing and agreed to in writing by an authorised person of FrameWork Recruitment.

2.4 FrameWork Recruitment will use reasonable endeavours to source and locate Temporary Employees to meet the needs of the Client. However, FrameWork Recruitment will not be liable for any loss, damage, claims or other compensation to the Client as a result of the failure of FrameWork Recruitment to supply any Labour Services, regardless of whether FrameWork Recruitment has agreed to provide those Labour Services.

3. Supply of Temporary Employees

3.1 **Nature of Relationship Between FrameWork Recruitment, Client and Temporary Employee**

(a) The parties acknowledge that each Temporary Employee is employed or engaged by FrameWork Recruitment, and not by the Client, unless expressly agreed otherwise in writing.

(b) Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the Client and any Temporary Employee.

(c) The Client acknowledges that, in practice, its interactions with the Temporary Employee may be relevant to any assessment of a triangular employment relationship and agrees to comply with all obligations in this clause to minimise risk and ensure lawful engagement.

(d) It is agreed that the Temporary Employee is to be employed by FrameWork Recruitment on a fixed-term employment agreement, that is linked to a specific Assignment with the Client.

(e) The duration of the Temporary Employee's fixed-term employment is specifically linked to the Assignment with the Client.

3.2 **Direction and Supervision**

(a) The Client may provide day-to-day operational direction, task allocation, and supervision to the Temporary Employee to ensure performance of the services.

(b) The Client must not:

(i) vary core terms of the Temporary Employee's employment (including remuneration, hours beyond agreed arrangements, or role scope) without FrameWork's approval; or

(ii) represent itself as the employer of the Temporary Employee

3.3 **Details of Assignment**

(a) The Client agrees to provide to FrameWork Recruitment, the following details relating to the Assignment before the Temporary Employee starts work on the Assignment:

(i) a start and finish date of the Assignment;

(ii) a description of the work to be performed; and

(iii) an indication of the address of the location as to the Temporary Employee is to perform the work;

(iv) an indication of the hours and days to be worked by the Temporary Employee; and

(a) The Client acknowledges that the above details are required by FrameWork Recruitment in order to comply with the requirements of the Employment Relations Act 2000.

(b) The Temporary Employee will only commence an Assignment once the Client has provided this information and Framework Recruitment has had the opportunity to present this information to the Temporary Employee and for the Temporary Employee to seek advice and agree to these terms.

3.4 **Conduct and Workplace Policies**

(a) The Client may require the Temporary Employee to comply with reasonable workplace policies and procedures, including conduct, IT use, confidentiality, and health and safety policies.

(b) The Client must supply applicable policies to Framework Recruitment or the Temporary Employee at or before the commencement date of the Assignment.

3.5 **Timesheets**

(a) The Client shall approve the Temporary Employee's timesheet(s) at the end of each week of the Assignment, using the designated timesheet platform as notified to the Client. Approval of any timesheet by the Client constitutes acceptance that the Temporary has worked satisfactorily for the hours indicated on the timesheet. Failure to approve the timesheet does not alter the Client's liability to pay for hours worked.

3.6 **Issues with Temporary Employee**

(a) The Client must notify Framework Recruitment as soon as reasonably practicable of any issue, incident, complaint, or concern involving the Temporary Employee, whether raised by the Client, the Temporary Employee, or any third party. This includes but is not limited to concerns about performance or conduct, workplace incidents, health and safety matters, and any complaint or personal grievance raised by or involving the Temporary Employee. The Client acknowledges that timely notification is necessary to enable FrameWork Recruitment to fulfil its obligations as employer of the Temporary Employee

(b) The Client may request removal of a Temporary Employee from the assignment; however:

- any disciplinary action or termination remains the responsibility of Framework Recruitment; and
- the Client must not directly discipline or dismiss the Temporary Employee.

(c) The Client acknowledges that the above details are required by Framework Recruitment in order to comply with its obligations as employer of the Temporary Employee.

4. Invoices

4.1 The Client is required to pay FrameWork Recruitment for the Labour Services provided by any Temporary Employee supplied by FrameWork Recruitment in accordance with this Agreement.

4.2 FrameWork Recruitment may vary the Temporary Employee charge rate at any time by notifying the Client in writing, including to reflect any increase in wages, statutory entitlements, employment-related costs, insurance costs, market conditions, Client requirements or costs not known or allowed for when the applicable rate was agreed. Any varied rate applies from the date specified in FrameWork Recruitment's notice.

4.3 If the Client requires the Temporary Employee to work on a public or statutory holiday, overtime, shift work, call-out work, travel, accommodation or any work attracting allowances, penalty rates or other employment-related payments, the Client must pay FrameWork Recruitment for all such hours, entitlements, allowances and related costs at the applicable charge rate or, if no specific charge rate has been agreed, at a rate determined by FrameWork Recruitment that recovers those costs and FrameWork Recruitment's margin. If the Temporary Employee is eligible for an alternative holiday or other entitlement, the cost of that entitlement will be factored into the charge rate and charged to the Client. Whenever the Client wishes for the Temporary Employee to work hours over and above the specified hours of work, the Client must give reasonable notice of this request to the Temporary Employee and FrameWork Recruitment, and the Temporary Employee must agree to the request in writing before the work is performed. Entitlements shall be calculated in accordance with the Holidays Act 2003, or any substitute legislation.

5. Payment of Employees

5.1 The Client will be invoiced weekly for the services of the Temporary Employees at an agreed hourly rate plus GST.

5.2 Temporary Employees will be paid by FrameWork Recruitment only. FrameWork Recruitment will be responsible to pay wages, leave entitlements, KiwiSaver, ACC levies and PAYE for its Temporary Employees.

5.3 The Client must accurately record and approve hours worked by Temporary Employees and provide information reasonably required by Framework Recruitment to meet its employment obligations.

5.4 The Client shall provide all Temporary Employees on its Assignments with rest and meal breaks that provide a reasonable opportunity, during their work period, for rest, refreshment and attention to personal matters and that are appropriate for the duration of their work period assignment. Such breaks shall comply at least with the minimum requirements of sections 69ZD and 69ZE of the Employment Relations Act 2000. Rest breaks will form part of the time charged by FrameWork Recruitment to the Client at the agreed charge out rate for the Temporary Employee plus GST.

5.5 There is a minimum four (4) hours per day charge for each Assignment (Minimum Assignment Charge).

5.6 If the Client's contract for a site, applicable law, any collective agreement, site requirement or any Client instruction requires Temporary Employees to be paid additional wages, allowances, reimbursements or benefits (including overtime, accommodation, travel, meal, tool, site, shift, call-out or penalty rates), then those costs, together with FrameWork Recruitment's margin and GST, will be further charges to the Client in addition to the agreed hourly rate if those charges were not included at the time the applicable rate was agreed.

5.7 FrameWork Recruitment will not charge for any Temporary Employee who, while on Assignment with the Client, the Client (acting reasonably) deems unsuitable to provide the Labour Services, provided that the Client must contact FrameWork Recruitment immediately, give reasonable particulars of the issue, and notify FrameWork Recruitment before the Temporary Employee engages in any work for the Client. FrameWork Recruitment will attempt to replace the unsuitable Temporary Employee as soon as reasonably possible. The Client must not direct, permit or allow an unsuitable Temporary Employee to continue working unless FrameWork Recruitment agrees in writing.

5.8 If the Client (acting reasonably) deems the Temporary Employee unsuitable to provide the Labour Services and FrameWork Recruitment is not notified as required by clause 5.7, or the Temporary Employee is kept on site or otherwise permitted to work by the Client, the Client will be charged either the Minimum Assignment Charge or for the actual hours worked by the Temporary Employee, whichever is greater.

5.9 The Client agrees to pay FrameWork Recruitment invoices in full, without deduction, set-off or withholding, within seven (7) days of the date of the invoice. The Client agrees upon request to complete, execute, and return to FrameWork Recruitment a direct debit authority in the form required by FrameWork Recruitment, to maintain that authority while any amount is or may become owing, and to ensure sufficient cleared funds are available. FrameWork Recruitment may use such direct debit authority to obtain payment for each invoice and any other amount payable under this Agreement from the Client's account by direct debit. The Client accepts that FrameWork Recruitment has the right to charge a late payment fee of 10% per month on any outstanding balance from the date of the invoice relating to the outstanding balance until payment has been made in full. Any costs incurred by FrameWork Recruitment in the collection of a Client's outstanding invoices, including legal costs on a solicitor and own client basis, debt collection costs and internal administration costs, will be on-charged to the Client and payable on demand. FrameWork Recruitment reserves the right to immediately suspend or withdraw any Temporary Employee from an Assignment, suspend further Labour Services, cancel credit terms and require payment in advance or security for future services if any invoice is not paid when due or FrameWork Recruitment has concerns about the Client's creditworthiness.

6. Security

6.1 The Client agrees that this Agreement constitutes a security agreement for the purposes of the PPSA and that FrameWork Recruitment is the secured party. The Client grants FrameWork Recruitment a security interest in, and FrameWork Recruitment may at its discretion register a financing statement over:

(a) all of the Client's present and after-acquired personal property and all of the Client's present and future rights in relation to any personal property to which the PPSA applies;

(b) all present and after-acquired personal property which is the proceeds of the items and property referred to in subclause 6.1(a); and

(c) as continuing security for payment of all invoices issued by FrameWork Recruitment in respect of Labour Services provided and for all present and future obligations of the Client to FrameWork Recruitment at any time under this Agreement.

6.2 The Client waives their right to receive notice of a verification statement in respect of any financing statement which relates to or arises from this Agreement that has been registered by FrameWork Recruitment.

6.3 The Client further agrees that, if and when requested by FrameWork Recruitment, it will at its own cost do all such things that are reasonably necessary or desirable to enable FrameWork Recruitment to obtain, register, perfect, maintain, renew, protect and enforce its security interest in respect of this Agreement, including but not limited to:

(a) the provision of such information as FrameWork Recruitment may reasonably require in order to register, renew, amend, maintain or perfect registration under the PPSA of any security interest relating to or arising from this Agreement; and

(b) the execution of such further documentation as FrameWork Recruitment may reasonably require for this purpose.

6.4 The Client agrees that if the rights and obligations of either party under this Agreement are inconsistent with any provision of the PPSA, then to the extent permitted by the PPSA, the relevant provisions of this Agreement will prevail.

7. Health & Safety

7.1 FrameWork Recruitment and the Client (each as a "PCBU" under the Health and Safety at Work Act 2015) (**HSWA**) acknowledge they each have responsibilities for the safety and health of Temporary Employees supplied by FrameWork Recruitment, including the duty to eliminate or minimise risks to health and safety (as the case may be) so far as is reasonably practicable, and they shall consult, co-operate, and co-ordinate with each other in respect of that duty.

7.2 The Client acknowledges and agrees:

(a) it is responsible for and manages and/or controls the place of work of the Temporary Employees on Assignment, and that FrameWork Recruitment is not responsible in any way;

(b) that it will comply with all applicable health and safety and all other relevant legislation, regulations and codes, including but not limited to the HSWA;

(c) that it has a health and safety policy and plan in place, which is reviewed and updated as appropriate and will supply the Temporary Employee with a safe workplace at all times;

(d) It has an effective risk assessment and control process in place and will be responsible for providing a workplace that complies with all legal requirements relating to the work environment;

(e) It will advise FrameWork Recruitment of any required health and safety training/induction courses so that FrameWork Recruitment can ensure the Temporary Employee attends the training/induction;

(f) It will ensure that the Temporary Employee has undergone a comprehensive site safety briefing/induction when they arrive at the Client's site for the first time and prior to commencing any work on site;

(g) It will ensure the Temporary Employee does not do any work outside the agreed Assignment and job description and will advise FrameWork Recruitment immediately and prior to any change in the nature of the tasks undertaken, equipment operated and chemicals (or other consumables) used by the Temporary Employee;

(h) It will ensure the Temporary Employee(s) have the opportunity to participate in and contribute to health and safety on the Client's site including involvement in health and safety induction/training, site safety meetings and risk/hazard management;

(i) It will provide the Temporary Employee with industry appropriate supervision and training to ensure the safe completion of each Assignment;

(j) it will consult with FrameWork Recruitment about the safety equipment the Temporary Employee will need before they begin an Assignment. Basic health and safety gear will be supplied by FrameWork Recruitment and any other equipment not supplied by FrameWork Recruitment will be supplied by the Client;

(k) It is responsible for ensuring all tools/machinery (including motor vehicles) on its site, including those tools/machinery brought on site by the Temporary Employee, have the appropriate guarding, are tagged and have been tested within the last 3 months, that relevant safety features are not missing or impaired in any way and otherwise meet all applicable standards required by law. The Client is also responsible for ensuring the Temporary Employee receives adequate training on the safe and appropriate use of any power equipment used.

7.3 FrameWork Recruitment may, from time to time, attend the Client's site for the purposes of carrying out health and safety inspections, safety meetings with its Temporary Employees on site and the investigation of any incidents and injuries.

7.4 The Client will ensure all incidents/near hits involving any Temporary Employee are reported to FrameWork Recruitment immediately, and they will fully co-operate with any subsequent investigation FrameWork Recruitment undertakes and where practicable, assist in the return to work of the Temporary Employee.

8. Insurance & Limit of Liability

8.1 The Client is responsible for the care and supervision of all Temporary Employees whilst on Assignment to the Client, and the Temporary Employee is not covered for any loss, costs or damage under FrameWork Recruitment's insurance policy.

8.2 The Client must have insurance in place which covers all circumstances that may arise while the Temporary Employee is on Assignment.

8.3 The Client is responsible for all acts and omissions of the Temporary Employee while on Assignment and, to the maximum extent permitted by law, FrameWork Recruitment will not be liable for any costs, losses, damages, claims or expenses suffered by the Client arising either directly or indirectly from the actions or omissions of the Temporary Employee or arising out of any delay or failure by FrameWork Recruitment to refer an Temporary Employee to the Client. FrameWork Recruitment is not liable for any loss or damage to any property or for death or personal injury (to the Client's personnel or another person) caused or contributed to by a Temporary Employee (whether by negligence or otherwise) during any Assignment to the Client, except to the extent that liability cannot lawfully be excluded.

8.4 The provisions of this clause 8 continue to bind the parties after this Agreement is terminated.

9. Indemnity

9.1 To the maximum extent permitted by law and without limiting any other right or remedy of FrameWork Recruitment, the Client agrees to indemnify, and keep indemnified, FrameWork Recruitment and its directors, officers, employees, contractors, agents, related companies, successors and assigns (Indemnified Persons) against any and all losses, claims, liabilities, damages, costs and expenses (including legal costs on a solicitor and own client basis) which may be suffered or incurred by an Indemnified Person, the Client, any of its representatives, or any third party, arising out of or in connection with:

(a) any breach by the Client of this Agreement; or

(b) any failure by the Temporary Employee to arrive at the Client's site to perform the Labour Services;

(c) any wilful, unlawful or negligent act or omission, by a Temporary Employee in the course of performing work during an Assignment; or

(d) any other loss, damage or injury suffered in circumstances beyond the control of FrameWork Recruitment.

9.2 The indemnities in this clause 9 are continuing obligations, are separate and independent from the Client’s other obligations, and continue to bind the parties after this Agreement is terminated.

10. Guarantee

10.1 The Guarantor unconditionally and irrevocably guarantees by way of continuing obligation the due and punctual performance and observation by the Client of all its obligations under this Agreement.

10.2 The obligations of the Guarantor under this clause will not be discharged, released or otherwise affected by any delay, grant of time, release, compromise, or other forbearance granted (as the case may be) by FrameWork Recruitment to the Client.

10.3 The Guarantor is liable as principal debtor and not merely as surety. FrameWork Recruitment is not required to first make demand on, commence proceedings against, enforce any security against, or exhaust any remedy against the Client or any other person before enforcing this guarantee against the Guarantor. As a separate and independent obligation, the Guarantor indemnifies FrameWork Recruitment against any loss, liability, cost or expense suffered or incurred by FrameWork Recruitment if any obligation of the Client under this Agreement is or becomes unenforceable, invalid, void or voidable against the Client for any reason. This guarantee is a continuing guarantee and remains in force until FrameWork Recruitment gives the Guarantor a written release, notwithstanding any intermediate payment, settlement, change in the Client’s constitution, insolvency, assignment, variation, renewal or replacement of this Agreement or any other dealing with the Client. The rights of FrameWork Recruitment under this clause are cumulative and not exclusive of any rights provided by law and are to remain in full force until the discharge by the Client of the Client's obligations under this Agreement.

11. Termination of Assignment

11.1 The Client must give FrameWork Recruitment at least 24 hours' notice of the termination of an Assignment, and where this is not possible then as soon as practicable. If less than 24 hours' notice is given the Minimum Assignment Charge of 4 hours may apply.

12. Retention of Temporary Employees by Client

12.1 If the Client, any related company (as defined in the Companies Act 1993), associated person, intermediary, contractor, subcontractor, customer or another recruitment agency acting directly or indirectly for or in connection with the Client employs, engages, contracts with, introduces, refers or otherwise retains a Temporary Employee, whether directly or indirectly, during an Assignment, within 12 consecutive weeks after the Temporary Employee first commences an Assignment, or within six (6) months after the expiry or termination of the most recent Assignment, the Client must immediately notify FrameWork Recruitment and pay a transfer fee. The transfer fee payable will be discussed with and agreed between FrameWork Recruitment and the Client. If no fee has been agreed the fee will be based on 15% of annualised salary + GST, and if a salary is paid by hourly rate, then this will be based on 52 weeks at 45 hours a week of the indicated wage.

12.2 If the Temporary Employee's package includes commission, bonuses, allowances, benefits, a vehicle, tools, accommodation, incentives or any other monetary or non-monetary benefit, the expected total package will be used to calculate the transfer fee. If a vehicle is included in the package, this will be valued at $15,000.00 per annum and added to the total remuneration package on which the fee is calculated.

12.3 No Temporary Employee may transfer to the Client's employment or engagement unless all of the Client's accounts with FrameWork Recruitment have been paid in full and the applicable transfer fee has been paid.

12.4 No guarantee, replacement, credit, reimbursement of fees charged, or any other money whatsoever, will be provided or paid by FrameWork Recruitment to the Client where the Temporary Employee who has transferred to the Client's employment or engagement leaves or is terminated for any reason.

12.5 The provisions of this clause 12 continue to bind the parties after this Agreement is terminated.

13. Personnel

13.1 To the extent that FrameWork Recruitment's liability cannot be excluded and can be limited under this clause or clause 8, FrameWork Recruitment's liability is limited, at FrameWork Recruitment’s option, to FrameWork Recruitment supplying the Labour Services again or FrameWork Recruitment paying the actual market value cost of supplying the Labour Services again.

13.2 To the maximum extent permitted by law, the total aggregate liability of FrameWork Recruitment and its employees, contractors, agents, directors and officers under or in connection with this Agreement, whether in contract, equity, tort (including negligence), statute or otherwise, shall be limited to a sum not exceeding the total value of the invoices paid by the Client to FrameWork Recruitment for the relevant Assignment giving rise to the claim in the three (3) months immediately preceding the event giving rise to the claim. Nothing in this Agreement excludes or limits any liability to the extent that it cannot lawfully be excluded or limited.

14. Triangular Employment Risk Management

14.1 The parties acknowledge the potential application of Part 6A (Triangular Employment) of the Employment Relations Act 2000.

14.2 The Client agrees to:

(a) act in good faith in all dealings affecting the Temporary Employee;

(b) not undermine or interfere with FrameWork Recruitment’s role as employer; and

(c) cooperate with FrameWork Recruitment in responding to any employment relationship problem.

14.3 Where a personal grievance or claim is raised that involves both parties:

(a) each party will promptly notify the other;

(b) the parties will cooperate in good faith to respond, including sharing relevant information; and

(c) liability will be apportioned according to each party’s contribution to the circumstances giving rise to the claim.

15. Waiver

15.1 No waiver by FrameWork Recruitment of any breach or failure to enforce any provisions of this Agreement shall in any way affect, limit or waive FrameWork Recruitment's right to subsequently enforce and compel strict compliance with the Agreement.

PERMANENT EMPLOYEES

16. Permanent Employees

16.1 FrameWork Recruitment locates, selects and refers people for permanent employment or engagement as an independent contractor to the company, sole trader, partnership, trust, body corporate or other entity whose details are stated on the FrameWork Recruitment Account Application Form attached to this Agreement (**Client**) on the following terms and conditions:

16.2 For the purposes of this clause 16, "Candidate" includes any person contained in a submission or short list made by FrameWork Recruitment to the Client.

17. Exclusivity

17.1 The Client must elect whether to accept the Agreement on either a contingent, exclusive or retained basis. Where the Client elects to accept on a contingent basis, there are no restrictions on the Client's ability to engage the services of other recruitment agencies in sourcing Candidates.

17.2 Where the Client accepts the Agreement on an exclusive or retained basis, the Client undertakes that FrameWork Recruitment is the only recruitment agency that the Client has engaged to find a Candidate for that particular role. The Client is not permitted to engage any other recruitment agency for the purposes of locating or referring a Candidate for the particular role that they have engaged FrameWork Recruitment to place a Candidate for under this Agreement.

17.3 By engaging FrameWork Recruitment on a retained basis, FrameWork Recruitment also offers the Client a further opportunity to become a permanent recruitment business partner.

17.4 The Client will pay a Fee agreed in writing between FrameWork Recruitment and the Client (Fee).

17.5 If no Fee is agreed between FrameWork Recruitment and the Client, the Fee will be based on 15% of the Candidate's total remuneration package plus GST.

17.6 Where the Client has engaged FrameWork Recruitment on an exclusive or retained basis, the Fee will be a discounted rate of 12.5% of the Candidate's total remuneration package plus GST (unless a different Fee is agreed under clause 17.4).

17.7 The remuneration package includes commission, bonuses, allowance payments and any other monetary payments that may be payable to the Candidate. If the Candidate's salary is paid by an hourly rate, then the Fee will be calculated on 52 weeks at 45 hours a week of the indicated wage.

17.8 If the Candidate's package includes a commission, bonus or allowance payments, the expected total package will be agreed upon prior to FrameWork Recruitment undertaking the Assignment and an additional amount added to the Fee will be negotiated. Any vehicles included in the remuneration package will be valued at $15,000 (including GST) per annum for the purposes of calculating the Fee payable by the Client to FrameWork Recruitment.

17.9 The Fee is only payable if a Candidate provided by FrameWork Recruitment is referred or interviewed by the Client for any position and is then employed as an employee or engaged as an independent contractor by:

(a) The Client or any related company (as defined in the Companies Act 1993) of the Client such as but not limited to subsidiary company; or

(b) Any other person or organisation to whom the Candidate is referred to by the Client within the period commencing on the initial referral or interview and expiring six months after the most recent referral or interview.

17.10 Where the Client has engaged FrameWork Recruitment on a retained basis, clause 17.14 will not apply and the Fee will instead be paid in three different instalments:

(a) the first invoice will be issued when the Client accepts the Agreement;

(b) the second invoice will be issued upon FrameWork Recruitment providing the Client with a short list of Candidates;

(c) the third invoice will be issued upon the start date of a successful Candidate.

17.11 As the Fee will be based on the Candidate's total remuneration package, the first and second invoices will be issued on the basis that the Candidate will be offered a remuneration package in the middle of the remuneration bracket that FrameWork Recruitment is conducting the search within. The third invoice will then be adjusted accordingly based on the Candidate's final actual remuneration package that the Candidate receives as part of their employment agreement with the Client.

17.12 The Fee will be payable regardless of whether the Candidate is employed by the Client in a different capacity, position or on a different basis to what the Candidate was originally introduced for.

17.13 FrameWork Recruitment will provide written confirmation of the Fee payable for each permanent placement on confirmation by the Client requiring FrameWork Recruitment's services. Fees for part time positions will be negotiated individually on a case-by-case basis. The Fee will be invoiced to the Client when a Candidate introduced by FrameWork Recruitment is offered a position of employment or engagement under any conditions within six (6) calendar months of the initial introduction of the Candidate to the Client.

17.14 The Client will pay all charges (plus GST) which are invoiced by FrameWork Recruitment and any other agreed costs invoiced by FrameWork Recruitment in full, without deduction, set-off or withholding, within 7 days of being invoiced (Due Date). If the Client does not make payment within seven days of the Candidate commencing their employment or engagement with the Client, then the Client will lose the benefit of the offer to find a Replacement Candidate as set out below. The Client agrees upon request to complete, execute, and return to FrameWork Recruitment a direct debit authority in the form required by FrameWork Recruitment, to maintain that authority while any amount is or may become owing, and to ensure sufficient cleared funds are available. FrameWork Recruitment may use such direct debit authority to obtain payment for each invoice and any other amount payable under this Agreement from the Client's account by direct debit.

17.15 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 FrameWork Recruitment. The cost of recovering any debt owed to FrameWork Recruitment by the Client shall be met by the Client and payable upon demand.

17.16 Should the Client not pay the Fee by the Due Date, the Client will pay default interest at the rate of 15% per annum calculated daily on the balance owing plus all costs incurred by FrameWork Recruitment in the enforcement of its rights and remedies under this Agreement, including legal costs on a solicitor and own client basis, debt collection costs and internal administration costs.

17.17 If a Candidate's employment or engagement as an independent contractor is terminated except due to redundancy, relocation, a Force Majeure Event, the Client ceasing business, or any change in Client management, within a period of 90 days from the date of commencement of employment or engagement as an independent contractor and the Client has notified FrameWork Recruitment in writing within this timeframe, FrameWork Recruitment will use its reasonable endeavours to find a suitable replacement Candidate (Replacement Candidate) if the Fee and any other fees payable to FrameWork Recruitment pursuant to this Agreement have been paid in full by the Due Date. This offer to find a Replacement Candidate will apply to the initial Candidate placement only. The offer does not apply to subsequent Candidates provided to the Client regardless of the position.

17.18 If FrameWork Recruitment is unable to find a suitable Replacement Candidate within a reasonable time, FrameWork Recruitment will offer the Client a credit to be offset against future fees for permanent recruitment services which may become payable by the Client. Credits will be valid for 6 months from the date on which they are issued, and will be calculated in the following manner:

- 75% of the Fee if the Candidate leaves within 0-4 weeks of commencement
- 50% of the Fee if the Candidate leaves within 5-6 weeks of commencement
- 25% of the Fee if the Candidate leaves within 7-12 weeks of commencement

17.19 No Replacement Candidate will be provided where FrameWork Recruitment has already endeavoured to find a suitable Replacement Candidate but has been unable to do so within a reasonable time, or where the Candidate was previously engaged as a contractor/temporary worker or on a fixed term placement with the Client.

17.20 The Client has absolute discretion as to the employment or engagement of the Candidate, is responsible for all acts and omissions of the Candidate; and is responsible for all remuneration or fees payable to the Candidate.

18. Security

18.1 The Client agrees that this Agreement constitutes a security agreement for the purposes of the PPSA and that FrameWork Recruitment is the secured party. The Client grants FrameWork Recruitment a security interest in, and FrameWork Recruitment may at its discretion register a financing statement over:

(a) all of the Client's present and after-acquired personal property and all of the Client's present and future rights in relation to any personal property to which the PPSA applies; and

(b) all present and after-acquired personal property which is the proceeds of the items and property referred to in subclause 18.1(a),as continuing security for payment of the Fee in respect of the services provided and for all present and future obligations of the Client to FrameWork Recruitment at any time under this Agreement.

18.2 The Client waives their right to receive notice of a verification statement in respect of any financing statement which relates to or arises from this Agreement that has been registered by FrameWork Recruitment.

18.3 The Client further agrees that, if and when requested by FrameWork Recruitment, it will at its own cost do all such things that are reasonably necessary or desirable to enable FrameWork Recruitment to obtain, register, perfect, maintain, renew, protect and enforce its security interest in respect of this Agreement, including but not limited to:

(a) the provision of such information as FrameWork Recruitment may reasonably require in order to register, renew, amend, maintain or perfect registration under the PPSA of any security interest relating to or arising from this Agreement; and

(b) the execution of such further documentation as FrameWork Recruitment may reasonably require for this purpose.

18.4 The Client agrees that if the rights and obligations of either party under this Agreement are inconsistent with any provision of the PPSA, then to the extent permitted by the PPSA, the relevant provisions of this Agreement will prevail.

19. Indemnity and Limitation of Liability

19.1 To the maximum extent permitted by law, FrameWork Recruitment will not be liable for any costs, losses, damages, claims or expenses suffered by the Client arising either directly or indirectly from the actions or omissions of the Candidate or arising out of any delay or failure by FrameWork Recruitment to refer Candidates to the Client. FrameWork Recruitment is not liable for any loss or damage to any property or for death or personal injury (to the Client's personnel or another person) caused or contributed to by a Candidate (whether by negligence or otherwise) that is supplied to the Client, except to the extent that liability cannot lawfully be excluded.

19.2 To the maximum extent permitted by law and without limiting any other right or remedy of FrameWork Recruitment, the Client agrees to indemnify, and keep indemnified, FrameWork Recruitment and its directors, officers, employees, contractors, agents, related companies, successors and assigns (Indemnified Persons) against any and all losses, claims, liabilities, damages, costs and expenses (including legal costs on a solicitor and own client basis) which may be suffered or incurred by an Indemnified Person, the Client, any of its representatives, or any third party, arising out of or in connection with:

(a) any breach by the Client of this Agreement; or

(b) any failure by the Candidate to arrive at the Client's place of work to perform the Candidate’s duties; or

(c) any wilful, unlawful or negligent act or omission, by a Candidate in the course of performing work during an Assignment; or

(d) any other loss, damage or injury suffered in circumstances beyond the control of FrameWork Recruitment.

19.3 The indemnities in this clause 19 are continuing obligations, are separate and independent from the Client’s other obligations, and continue to bind the parties after this Agreement is terminated.

20. Guarantee

20.1 The Guarantor unconditionally and irrevocably guarantees by way of continuing obligation the due and punctual performance and observation by the Client of all its obligations under this Agreement.

20.2 The obligations of the Guarantor under this clause will not be discharged, released or otherwise affected by any delay, grant of time, release, compromise, or other forbearance granted (as the case may be) by FrameWork Recruitment to the Client.

20.3 The Guarantor is liable as principal debtor and not merely as surety. FrameWork Recruitment is not required to first make demand on, commence proceedings against, enforce any security against, or exhaust any remedy against the Client or any other person before enforcing this guarantee against the Guarantor. As a separate and independent obligation, the Guarantor indemnifies FrameWork Recruitment against any loss, liability, cost or expense suffered or incurred by FrameWork Recruitment if any obligation of the Client under this Agreement is or becomes unenforceable, invalid, void or voidable against the Client for any reason. This guarantee is a continuing guarantee and remains in force until FrameWork Recruitment gives the Guarantor a written release, notwithstanding any intermediate payment, settlement, change in the Client's constitution, insolvency, assignment, variation, renewal or replacement of this Agreement or any other dealing with the Client. The rights of FrameWork Recruitment under this clause are cumulative and not exclusive of any rights provided by law and are to remain in full force until the discharge by the Client of the Client's obligations under this Agreement.

21. Personnel

21.1 To the extent that FrameWork Recruitment's liability cannot be excluded and can be limited under clause 19, FrameWork Recruitment's liability is limited, at FrameWork Recruitment's option, to providing the Client with the supply of a Replacement Candidate or, where a suitable Replacement Candidate cannot be found, a credit against future Fees as outlined in clause 17.17.

21.2 **To the maximum extent permitted by law, the total aggregate liability of FrameWork Recruitment and its employees, contractors, agents, directors and officers under or in connection with this Agreement, whether in contract, equity, tort (including negligence), statute or otherwise, shall be limited to a sum not exceeding the Fee paid by the Client to FrameWork Recruitment for the relevant permanent placement giving rise to the claim. Nothing in this Agreement excludes or limits any liability to the extent that it cannot lawfully be excluded or limited.**

22. Nature of relationship between Client and Candidate

22.1 Candidates introduced to the Client by FrameWork Recruitment for temporary, permanent or contracting roles may not be approached, solicited, employed, engaged, contracted with or offered a position by the Client, whether directly or indirectly and whether through a related company, intermediary, contractor or another agency, within a 6-month period from the date of introduction of the Candidate to the Client by FrameWork Recruitment, or 6 months from the end of the latest Assignment with the Client, unless the Client pays the applicable Fee to FrameWork Recruitment.

23. Severability

23.1 If any provision of this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement will remain in force.

24. Entire Understanding

24.1 This Agreement constitutes the entire agreement between the parties concerning its subject and supersedes all previous understandings, arrangements, agreements, and communications, whether verbal or written, between FrameWork Recruitment and the Client. Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.

25. Waiver

25.1 No waiver by FrameWork Recruitment of any breach or failure to enforce any provisions of this Agreement shall in any way affect, limit or waive FrameWork Recruitment's right to subsequently enforce and compel strict compliance with the Agreement.

26. Confidentiality

26.1 All information supplied by a party to another, including all information about any Candidate, Employee, Assignment, Fee, charge rate, business, customer, operations, pricing or recruitment process, is confidential and must not be used except for the purposes of this Agreement or disclosed to any person without the prior written consent of the disclosing party, except to the extent disclosure is required by law or to the receiving party's professional advisers on a confidential basis.

26.2 All information in respect of a Candidate or Employee is confidential information imparted to the Client for the sole purpose of enabling the Client to determine whether the Candidate or Employee is suitable for employment, engagement or an Assignment. The Client must keep that information secure, restrict access to personnel who need to know it for that purpose, and promptly return, delete or destroy it if requested by FrameWork Recruitment or if the Candidate or Employee is not employed, engaged or assigned.

26.3 **Each party must comply with the Privacy Act 2020 and all applicable privacy laws when collecting, using, storing, disclosing or otherwise processing personal information about any Candidate or Employee. The Client must only use Candidate and Employee personal information for assessing, managing and performing the relevant recruitment, employment, engagement or Assignment purpose, must not disclose it to any third party except as permitted by this Agreement or law, and must promptly notify FrameWork Recruitment of any actual or suspected privacy breach, unauthorised access, loss or disclosure involving that information.**

27. Governing Law

27.1 These terms and conditions are governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

28. Counterparts

28.1 This Agreement may be executed in any number of counterparts, including by electronic signature or scanned copy. This Agreement is effective once each party has signed and delivered (including by email) to the other parties this document, or a copy of it. Each counterpart together constitutes one instrument.

29. Notices

29.1 Any notice under this Agreement must be in writing and may be delivered personally, by pre-paid post, by courier or by email to the address or email address last notified by the recipient. A notice is deemed received when delivered personally, two working days after posting within New Zealand, when recorded as delivered by courier, or when sent by email unless the sender receives an automated delivery failure notice.

30. Dispute resolution

30.1 The Client must continue to pay all undisputed amounts when due despite any dispute. Before commencing court proceedings, a party must first give written notice of the dispute and senior representatives of the parties must meet or confer in good faith to try to resolve the dispute.Nothing prevents FrameWork Recruitment from seeking urgent injunctive relief, recovering debt, enforcing any security interest or guarantee, or suspending or withdrawing services.

31. Assignment and subcontracting

31.1 The Client must not assign, transfer, novate or otherwise deal with any of its rights or obligations under this Agreement without FrameWork Recruitment's prior written consent. FrameWork Recruitment may assign, transfer, novate, subcontract or otherwise deal with any of its rights or obligations under this Agreement on notice to the Client.

32. Variation

32.1 Except for rate changes and other rights expressly permitted under this Agreement, any variation of this Agreement must be in writing and signed or otherwise accepted in writing by FrameWork Recruitment. No Client purchase order, portal term, induction document or other Client document applies to vary or override this Agreement unless FrameWork Recruitment expressly agrees in writing.

33. Interpretation

33.1 Headings are for convenience only and do not affect interpretation. A reference to including or includes is without limitation. Any obligation not to do something includes an obligation not to permit or cause that thing to be done.

Definitions

Unless the context otherwise requires, the following terms have the meaning given below in this Agreement:

Assignment means each and every provision of a Temporary Employee or Temporary Employees to the Client for the purposes of performing the Labour Services;

Candidate includes all personnel introduced, referred, provided, submitted or notified to the Client by FrameWork Recruitment as available or potentially eligible for employment, engagement or services with the Client and includes any person contained in a submission or short list made by FrameWork Recruitment to the Client.

Temporary Employee includes all fixed-term employees assigned by FrameWork Recruitment to provide Labour Services to the Client in connection with an Assignment.

Force Majeure Event means any circumstance beyond the reasonable control of FrameWork Recruitment, the Client or the Candidate, including, but not limited to:

(i) acts of God;

(ii) acts of war or terrorism;

(iii) earthquake, fire, explosion, flood, storm or other extreme weather conditions for which provision could not reasonably have been made;

(iv) riot, civil commotion, insurrection, epidemic, pandemic, national emergency (whether in fact or law) or act of war (whether declared or not);

(v) governmental action, restraint, direction or embargo; or

(vi) strike, lockout, work stoppage or other labour hindrance.

Guarantor means each person, company, sole trader, partner, trustee, trust, body corporate or other entity that signs or is identified in the 'Guarantor Declaration' section on the FrameWork Recruitment Account Application Form attached to this Agreement, and where more than one Guarantor signs, each Guarantor is jointly and severally liable.

Labour Services means the work performed by the Employees for the Client during the Assignment as agreed by the parties for the purposes of each Assignment;

PPSA means the Personal Property Securities Act 1999; and

Reference to:

(vii) a party includes the party's executors, administrators, successors and permitted assigns;

(viii) the singular includes the plural and the plural includes the singular; and

(ix) a statute, regulation or provision of statute or regulation includes that statutory provision as amended or re-enacted from time to time and a statute, regulation or provision enacted in replacement of that statutory provision.

Credit Account Application

Client Details

CLIENT LEGAL NAME ("CLIENT")

TRADING NAME

POSTAL ADDRESS | POST CODE

ACCOUNTS PAYABLE CONTACT | ACCOUNTS PAYABLE PHONE

EMAIL | FAX

PHYSICAL ADDRESS

TYPE OF BUSINESS

ACCOUNTANT | LAWYER

NZBN # | GST #

Particulars of Directors or Partners

FULL NAME	HOME ADDRESS	PHONE	DOB	POSITION

Credit References

#	REFERENCE NAME	ACCOUNTS CONTACT NUMBER
1		
2		

I understand that the completion of this application form does not guarantee that a credit account will be opened. I authorise FrameWork Recruitment to undertake any credit, identity and solvency checks it deems necessary and to collect, use and disclose information for that purpose.

Client Declaration

FULL NAME OF SIGNATORY

I, as named above, declare that:

1. I am an authorised signatory of the Client, and
2. I have authority to enter into this Agreement on behalf of the Client and to bind the Client, and
3. I have, on behalf of the Client, read, understood and accepted the attached terms and conditions.

Signed by or for and on behalf of the Client (for a company, sign by two directors or one director whose signature is witnessed; for a partnership, by a partner; for a trust, by an authorised trustee; and for a sole trader, personally):

SIGNATURE | SIGNATURE

FULL NAME | FULL NAME

TITLE / DATE | TITLE / DATE

Guarantor Declaration

FULL NAME OF GUARANTOR

I agree to act as Guarantor of the obligations of the Client set out in the terms and conditions and acknowledge that I have read, fully understood, and agree to be bound by, the guarantee, indemnity and other provisions set out in this Agreement. If I sign on behalf of a company, partnership, trust or other entity, I confirm that I am authorised to bind that entity and, where I also sign personally, I am bound personally as Guarantor.

CAPACITY / TITLE (IF SIGNING FOR AN ENTITY) | DATE

SIGNATURE