

Part A: BEYOND SERVICES LIMITED TERMS OF BUSINESS

Beyond Services Limited (trading as Beyond Recruitment) provides recruitment, temporary employment services and contracting services. The contracting services are provided on a sub-contract basis or on the basis of Contractors or Consultants being Beyond Recruitment employees and are covered under a separate agreement.

PAYMENT TERMS

Beyond Recruitment invoices are issued on contract acceptance and payable as follows:

- Permanent placements need to be paid within ten (10) days of the invoice date.
- Contracting Assignment invoices need to be paid no later than the twentieth (20th) of the month for the previous month's services.
- Temporary placements are invoiced weekly and need to be paid within seven (7) days of the invoice date.

ANNUAL SALARY PACKAGE (ASP)

The majority of Beyond Recruitment's fees are based on the Annual Salary Package (ASP). This is the aggregate of salary, allowances and 50% of the "at risk" component (generally bonuses and/or commission), where applicable. Where a vehicle is provided as part of the salary package, \$16,000 is added to the base salary before calculation of fees. Where the base salary is less than 50% of expected earnings, the ASP is based on 65% of on-target/expected earnings.

FEE STRUCTURE

Unless otherwise agreed in writing in a separate preferred supplier agreement the following Fees will apply:

Permanent and Fixed Term Placements

The fee calculation structure for Permanent & Fixed Term placements is as follows:

ASP less than \$50,000 15% plus GST

ASP \$50,000 - \$100,000 17% plus GST

ASP \$100,001+ 19% plus GST

Fixed term placements of less than six months duration are charged at 75% of the standard fee. If a fixed term appointment continues or is extended into a different role after six months, the remaining 25% of the fee is payable.

For part time placements the above percentages apply, calculated on the pro-rated salary.

Buyouts & Conversions:

If a Beyond Recruitment contractor accepts a permanent or fixed term position with the client (regardless of role) either during or at the conclusion of their contract or during the six (6) month period following conclusion of the contract, a "Permanent Placement Fee" or "Further Engagement Fee" is payable based on the scale above.

International or Customised Project Recruitment

International or customised project recruitment will be priced by separate proposal.

For Exclusive Retained Recruitment

For exclusive retained recruitment one third of the fee is charged at commencement of the campaign, the second third at short listing stage and the final third upon successful completion of the assignment.

Contracting Assignments

The provision of contractors is under a separate Contract for Services which contains provisions that are relevant to that service. Please refer to that document for terms and conditions. Where a contractor is taken on directly either on a contract or permanent basis (e.g. is bought out) either in the same or a different role, the above permanent placement fees will apply.

Executive Permanent Recruitment

For Executive Recruitment the Beyond Recruitment fee is calculated at 25% plus GST of the ASP. One third of the fee is charged at commencement of the campaign, the second third at short listing stage and the final third upon successful completion of the appointment. Executive Recruitment is defined as senior/executive leadership or specialised positions where a customised advertising and/or search process is undertaken on an exclusive basis.

Advertising Costs

The cost of customised or campaign advertising e.g. print advertising in specialist publications and premium is paid for by the client and is invoiced monthly. All customised or campaign advertising campaigns will be subject to prior authorisation from the client.

Accuracy of Information

A professional profile is provided to your company with the express and exclusive permission of the Candidate concerned. Parts of this professional profile rely on information provided by the Candidate. The professional profile is a summary of the Candidate's relevant skills. It is not necessarily intended to represent a complete career history. Where appropriate, Beyond Recruitment has endeavoured to verify relevant information. However, Beyond Recruitment cannot guarantee the overall accuracy of information contained in this report. Beyond Recruitment shall not be responsible or liable for any losses, costs, expenses or damages however incurred (direct, indirect or consequential) arising out of or in connection with the information provided about the Candidate.

Candidate Performance

Beyond Recruitment shall not be responsible or liable for any losses, costs, expenses or damages however incurred (direct, indirect or consequential) arising out of or in connection with the performance or any actions of the Candidate.

Guarantee Period

Unless otherwise agreed in writing a three (3) month guarantee is offered for all permanent appointments, providing the invoice is paid by the due date. The guarantee period commences from the candidate start date. Should the candidate resign or have their employment terminated within the guarantee period because he or she has not performed satisfactorily in the capacity for which they were hired and providing reasonable notice has been given, Beyond Recruitment will be given no less than an exclusive period of three (3) weeks to find a replacement candidate to refill the vacated position. Provided the terms of the guarantee have been adhered to, a credit will be issued and held on the client account with Beyond Recruitment. A new invoice will be issued as per our agreed TOB's for the new candidate (replacement) and any credit held may be used to offset this invoice (if appropriate). If a suitable replacement is not found within a reasonable and agreed timeframe the original placement fee will be credited and held on account. This credit will remain valid for a period of six (6) months after the date of the credit, after which time this will be forfeit. If the employer elects not to replace the role or hire

via Beyond Recruitment, then the credit held on account will be for 50% of the original placement fee. The remaining 50% of the fee will be retained by Beyond Recruitment. Beyond Recruitment does not offer a refund.

The guarantee period is not valid in circumstances that are out of our control for example, but not limited to: restructuring, redundancy, force majeure.

Guarantee period for Fixed Term Contracts is as follows:

3 months and under	no guarantee
3-6 months	4 week guarantee
6-12 months	8 week guarantee
12 months+	3 month guarantee

Candidate/Contractor Ownership

Any contractor, candidate or temporary worker (Candidate) referred and presented by Beyond Recruitment remains a Beyond Recruitment Candidate for a period of six (6) months following the later of date of original presentation or conclusion of a contract or temporary assignment. If the Candidate is hired by the client, or any other organisation to which the client has referred the Candidate to, in any position, whether contract, temporary or permanent, within this six (6) month period, then the normal Beyond Recruitment Terms of Business and Fees will apply. All contact with the Candidate is to be channelled through Beyond Recruitment.

Overdue Payment

- Beyond Recruitment may require interest to be paid on any amount which is more than seven (7) days overdue. Interest will be calculated at the rate of 5% above Beyond Recruitment's main trading bank's 90 day bank bill buy rate, as at the close of business on the date payment became due.
- The Client will be liable to pay any costs of recovery of overdue amounts including legal costs on a solicitor/client basis.
- If the Client does not pay any amount notified as overdue within five (5) working days of such notice, they irrevocably authorise Beyond Recruitment to withdraw the services of the Candidate (but without removing obligation to pay the Candidate), until such overdue amounts are paid with interest and costs, as applicable.
- For recruitment and consulting services of a substantial value, Beyond Recruitment may require a personal guarantee of payment from a Director.

Additional Services Available

As part of the contracting service, Beyond Recruitment requires all placed Contractors to complete their own criminal conviction history checks through the Ministry of Justice: [Requesting your Criminal Conviction History](#).

For Permanent Placements Beyond Recruitment can undertake criminal conviction history checks upon request at an additional cost of \$49.00 + GST.

Beyond Recruitment will notify the Client once they have received the results.

Part B: Temporary Employment Services Terms of Engagement

Should we already have a Preferred Supplier arrangement, a Managed Services Agreement, Statement of Work or an overarching Service Level Agreement in place with your organization these Terms of Business serve as a reference to the condition below under which we manage the Temporary Staffing Solutions provided to you. The commercial terms in our agreement apply, therefore there is no requirement to sign these Terms of Business.

FEE STRUCTURE

Unless otherwise agreed in writing in a separate preferred supplier agreement, the following Fee Structure will apply:

- The rate to be charged for a Temporary Worker will be as agreed between Beyond Recruitment and the Client prior to each Assignment, subject to rights of variation provided under this contract.

A minimum charge equal to four (4) hours at the hourly charge out rate agreed for the Temporary Worker is payable for each day of an Assignment where an Assignment is less

- than four (4) hours long. Otherwise the hourly charge is the rate agreed.
- Beyond Recruitment may vary the rate to be charged for a Temporary Worker at any time after consultation with the Client.
- In addition to the charges, the Client will pay GST, on-costs at current market on-cost rate and taxes which relate to an assignment.

Further Engagement

Where, within six (6) months of the termination of an Assignment or the most recent referral of a Temporary Worker to the Client:

- The Client engages the Temporary Worker as an employee or as an independent contractor; or
- The Client introduces the Temporary Worker to another person or organisation and that person or organisation engages the Temporary Worker as an employee or as an independent contractor,

The Client will pay a fee calculated in accordance with Beyond Recruitment's schedule of charges for permanent or temporary staff (as appropriate).

Buyouts & Conversions

Temporary to Permanent schedule

0-3 Months	100%
3-6 Months	75%
6-9 Months	50%
9+ Months	25%

Cancellations

Any cancellation of an Assignment by the Client must be advised to Beyond Recruitment at least twenty-four (24) hours before the Assignment is due to commence or, if this is not possible, as soon as practicable. If the Client advises Beyond Recruitment of a cancellation within twenty-four (24) hours of the commencement of an Assignment, the Client will be liable to pay Beyond Recruitment a fee equal to four (4) hours at the hourly charge out rate of the Temporary Worker.

Management of Temporary Staffing Solutions known as Temporary Workers

The Beyond Temporary Workers provided to you fall within the Employment Relations (Triangular Employment) Amendment Act 2019. This law pertains to employees falling under a triangular employment situation (temporary labour-for-hire) and came into force on 28 June 2020.

Under this Amendment Act this means that both you as a hirer of a Temporary worker and Beyond Recruitment as a recruitment agency are dually responsible and liable for the fair and correct treatment of the Temporary worker/s and within New Zealand legislation. Our terms reflect the legislative ERA obligations in managing the Temporary Worker between us.

Beyond Recruitment Temporary worker/s placed in an assignment with you are an employee of Beyond Recruitment. Should a situation or problem arise that may affect the continuation or duration of the Temporary workers placement on assignment, you agree to contact Beyond Recruitment immediately so that Beyond Recruitment can undertake an appropriate investigation and process to address the matter within employment law obligations.

You agree that you will not have any conversations or meetings with the Temporary Worker regarding non-performance, disciplinary matters, misconduct, absenteeism, a dispute and you will channel everything through Beyond Recruitment as the primary employer. You also agree to provide all relevant information to Beyond Recruitment relating to any such situation/problem and/or dispute, and consent to the information being supplied to the Temporary Worker(s) concerned where necessary.

Under the Triangular Employment Amendment Act 2019 you accept that as the secondary employer you equally have obligations to ensure that you work with Beyond Recruitment to manage the Temporary Worker under the obligations of the law.

Notice Requirements for Ending Temporary Workers Assignment

Because of the temporary nature of temporary services work, Beyond Recruitment acknowledges that the Client may end an Assignment prior to its expiry date on notice. The exception to this requirement is that the parties agree that no notice period is required for day-to-day assignments in circumstances such as, but not limited to, a Temporary Worker working for the Client to cover a staff member taking sick leave.

For Assignments of six (6) days or less the notice period to be given to Beyond Recruitment of the ending of the Assignment by the Client is one (1) day.

For Assignments of short duration (more than six (6) days and up to six (6) weeks) the notice period to be given to Beyond Recruitment of the ending of the Assignment by the Client is two days.

For Assignments of medium duration (over six (6) weeks to six (6) months) the notice period to be given to Beyond Recruitment of the ending of the Assignment by the Client is one week.

For long-term Assignments (six (6) months plus) the notice period to be given to Beyond Recruitment of the ending of the Assignment is two weeks.

On the day of placement if the Client believes (at its sole and absolute discretion on reasonable grounds) that the Temporary worker provided by Beyond Recruitment is not capable of performing work to the desired standard, the Client can terminate the Assignment with three (3) hours' notice.

The parties agree that if a Temporary Worker engages in serious misconduct (as determined by the Client on a reasonable basis and following contact with Beyond Recruitment) the Assignment can be terminated by the Client immediately. Beyond Recruitment will take responsibility for managing the process with the Temporary Worker. The parties agree that in this situation the Client is liable for the termination notice pay at the contractual pay rate of the relevant Temporary Worker for the period of the notice contractually required.

The parties agree that where the Client fails to provide to Beyond Recruitment the proper notice period (partial or in full) and, for whatever reason, the Client will be liable to pay to Beyond Recruitment at the contractual pay rate of the relevant Temporary Worker for the period of the notice contractually required but not given in accordance with this agreement. In the event that the Client's representative dismisses a Temporary Worker without notifying Beyond Recruitment to manage the correct and fair process the Client becomes fully liable for any action taken by the Temporary Worker under the Employment Relations Act.

In the event of a natural disaster, any Assignment (for over six (6) days in duration) may be terminated with the provision of two (2) days' written notice, which will be payable by the Client to Beyond Recruitment.

In cases of extraordinary circumstances during an Assignment, such as a fire at the Client's premises rendering it unusable in part or in whole, or by act of God, pandemic outbreak or act of Government or by an event deemed outside of the reasonable control of the Client that requires the Client to shut down all or part of its operations and where the Temporary Worker is not required to attend work, any Assignment (for over six (6) days in duration) may be terminated with the provision of two days' notice which will be payable by the Client to Beyond Recruitment

In cases of extraordinary circumstances during an Assignment, such as a fire at the Client's premises rendering it unusable in part or in whole, or by act of God, pandemic outbreak or act of Government or by an event deemed outside of the reasonable control of the Client where the Client requires the Temporary Worker to be on standby but whereby the Client cannot provide the Temporary Worker with the tools to undertake the assignment remotely the Client is liable for paying the Temporary Worker at the contractual pay rate for the period the Temporary Worker is on standby.

Government Lockdowns or Other Interceding Events – Continuing Obligation by Client to Pay

The Client agrees that it must continue to pay Beyond Recruitment the full fees set out in this agreement in the event of any Government initiated Lockdown, or any other significant interceding event that is outside the control of the Temporary Workers and that impacts their ability to perform work for the Client, for example – a change in the Covid-19 Alert Levels which prevents a Temporary Worker from performing some or all of their normal duties for the Client.

For completeness, the Client can still end an Assignment early should such circumstances arise under this clause – provided that the Client follows the notice requirements set out in the Notice Requirements for Ending an Assignment clause. For avoidance of doubt, the Client must still pay Beyond Recruitment the full fees set out in this agreement including the Notice Period.

Insurance

The Client undertakes to ensure that the Temporary Worker is adequately insured against any liability to third parties arising out of the Temporary Worker's acts or omissions while in the course of an Assignment. The Temporary Worker shall not be required to use his or her own vehicle for the purposes of an Assignment.

However, where the Temporary Worker uses his or her own vehicle for the purposes of an assignment the Client will be liable for any loss or damage caused or suffered by the Temporary Worker, to the extent that it is not covered by the Temporary Worker's own insurance cover.

Substitution of a Temporary Worker

Beyond Recruitment may, after consultation with the client, where possible beforehand, substitute one Temporary Worker for another on any Assignment. The management of the Temporary Worker in assignment and to be replaced must be managed first and foremost within the Employment Relations (Triangular Employment) Amendment Act 2019.

Compliance with Legislation

The Client agrees to provide a safe workplace for the Temporary Worker and will comply with all legislative and regulatory requirements relating to employees, including but not limited to health and safety, human rights and the Health and Safety at Work Act 2015.

If the Temporary Worker is injured, or subjected to any breach of any statute or common law while on Assignment with the Client, the Client will indemnify Beyond Recruitment in respect of any liability resulting from the injury or breach including (but not limited to) any:

- Claims brought by the Temporary Worker against Beyond Recruitment arising out of their assignment with Beyond Recruitment
- Damages or penalties imposed on Beyond Recruitment under any Act or Regulations

- Payments to be made by Beyond Recruitment under the Injury Prevention and Rehabilitation and Compensation Act 2001 (and amending or substituting legislation), including indemnifying Beyond Recruitment for any increases in levies paid by Beyond Recruitment under the Act as a result of an injury or the accident causing the injury.

Where a situation or problem arises that may affect the continuation or duration of a Temporary Worker's placement on assignment, the Client agrees to contact Beyond Recruitment immediately so that it can undertake an appropriate process to address the matter. The Client agrees to provide all relevant information to Beyond Recruitment relating to any such situation or problem, and consents to the information being supplied to the Temporary Worker(s) concerned where necessary.

Nature of Relationship between the Temporary Worker and Company

The parties agree that Beyond Recruitment employs the Temporary Worker and that the Temporary Worker while on Assignment is not and will not become an employee of the Client. Where the Client wishes to engage the temp directly, the Client must consult with Beyond Recruitment and the Client will pay a fee calculated in accordance with Beyond Recruitment schedule of charges for permanent or temporary staff (as appropriate).

Details of Assignment

The Client agrees to provide to Beyond Recruitment, the following details relating to the Assignment before the Temporary Worker starts work on the Assignment:

- A description of the work to be performed; and
- An indication of where the Temporary Worker is to perform the work; and
- An indication of the hours to be worked by the Temporary Worker; and
- The Client's Health and Safety policies and/or procedures.

The Client understands that the above details are required by Beyond Recruitment in order to comply with the requirements of the Employment Relations Act 2000, and its obligations under the Health and Safety at Work Act 2015. If the Client fails to provide this information before the commencement of the Assignment, Beyond Recruitment may not be able to provide the Temporary Worker, in which case, Beyond Recruitment will not have breached this agreement.

The provisions of this clause continue to bind the parties after an Assignment has ended.

Health and Safety

The Parties recognise that both have obligations to the Temporary Worker under the Health and Safety at Work Act 2015. As the Temporary Worker will be on the Client's premises in order to complete the Assignment, the Client will ensure that the Temporary Worker receives appropriate training and induction in the safe operation of any equipment needed to perform the Assignment, emergency procedures, and the safe performance of the Temporary Worker's duties. The records of such training and induction shall be made available to Beyond Recruitment on request.

- The Client shall take all practicable steps under the Health and Safety Act and the guidelines of Worksafe New Zealand to ensure the workplace is safe and that no hazard that is or arises in the Temporary Worker's place of work causes harm to the Temp.
- The Client shall ensure that they take full responsibility for providing a safe environment and any safety wear and equipment required to undertake the assignment
- The Client shall ensure that the Temporary Worker wears and/or uses any protective clothing and/or equipment required in performing the Assignment.
- The Client shall ensure all safety precautions and risk assessments are undertaken to inform and protect the Temporary Worker placed on its site/premises during a pandemic/emergency as stipulated by the Health and Safety Act, the Ministry of Health and Worksafe New Zealand stipulated under pandemic emergency alert levels
- The Client shall nominate a contact person with whom the Temporary Worker may confer in the event of any health and safety issues or concerns.

- The Client shall immediately inform Beyond Recruitment in the event of any incident, accident, transmittable disease, be a location of interest or in the event of a near-miss accident/hazard involving the Temporary Worker.
- In the event that Beyond Recruitment (in its sole discretion) believes that a hazard in or arising in the Client's premises or operations poses an unacceptable risk to the health and/or safety of the Temporary Worker, Beyond Recruitment shall be entitled, without penalty to withdraw the Temporary Worker (but without releasing the Client from liability to pay the agreed rates as set out in this agreement). If within a reasonable time the hazard is not eliminated, isolated or minimised to Beyond Recruitment's satisfaction, Beyond Recruitment shall be entitled to terminate the Assignment, and the Client shall pay the notice periods and late cancellation fee set out above.

Governing Law

These Terms and Conditions are governed by New Zealand law.

These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of Beyond Recruitment.

The Client may not assign this agreement without the prior written consent of Beyond Recruitment.

Overdue Payment

- Beyond Recruitment may require interest to be paid on any amount which is more than seven (7) days overdue. Interest will be calculated at the rate of 5% above Beyond Recruitment's main trading bank's 90 day bank bill buy rate, as at the close of business on the date payment became due.
- The Client will be liable to pay any costs of recovery of overdue amounts including legal costs on a solicitor/client basis.
- If the Client does not pay any amount notified as overdue within five (5) working days of such notice, they irrevocably authorise Beyond Recruitment to withdraw the services of the Candidate (but without removing obligation to pay the Candidate), until such overdue amounts are paid with interest and costs, as applicable.
- For recruitment and consulting services of a substantial value, Beyond Recruitment may require a personal guarantee of payment from a Director.

Additional Services Available

As part of the temporary service, Beyond Recruitment requires all placed temporary Candidates to complete their own criminal conviction history checks through the Ministry of Justice: [Requesting your Criminal Conviction History](#).