



Business Coach NZ Ltd
Business partners and agents
To Eagle Recruitment

Phil Eagle Recruitment Ltd t/a Eagle Recruitment NZ
26/2 Bishop Dunn Place, Flat Bush, Auckland 2013 NZ
Mobile +64 21 142 2412 / + 64 27 355 6862
hr@eaglerecruitment.co.nz www.eaglerecruitment.co.nz

TERMS OF TRADE-LABOUR HIRE

These terms are between **Phil Eagle Recruitment Limited t/a Eagle Recruitment NZ** ("the Supplier") and ("the Client") taking on hire from the Supplier the services of a member of the Supplier's work force ("the Temporary Worker"). These Terms represent the entirety of the agreement between the Supplier and the Client.

The Supplier reserves the right to make changes to these Terms. Notice of changes will be made by posting the then current Terms on the Supplier's website.

1. Definitions

Client: means the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from the Supplier.

Force Majeure: means any circumstance beyond the reasonable control of the Client and includes, without limitation inevitable accident, storm, flood, fire, earthquake, epidemic, explosion, peril of navigation, hostility, war (declared or undeclared), insurrection, executive or administrative order of either general or particular application of any Government (whether de jure or de facto or of any official purporting to act under the authority of that Government), prohibitions or restrictions by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, strike, lock out or industrial dispute or confiscation of property.

Order: means an agreement between the Supplier and the Client for the Supplier to supply the Services to the Client.

Quote: means a written offer from the Supplier to the Client to supply the Services for a specified price and for a specified period.

Replacement Guarantee: means the Supplier will provide a replacement Temporary Worker, FREE of CHARGE, if the worker is found unfit for the job, refuses to work or opts to resign for any reason within 90 calendar day period.

Services: means any services performed by the Supplier for the Client, being the supply of Temporary Workers.

Supplier: means Eagle Recruitment NZ, or any agent or employee of Eagle Recruitment NZ.

Temporary Worker: means a worker that is supplied to a client to work on a full or part time basis for a specified period of time.

Terms: means these Terms of Trade.

Work Site: means the place where Temporary Workers complete the work for Clients.

2. Quotes, Pricing and Orders

- 2.1 Quotes will be exclusive of goods and services tax unless specifically stated to the contrary.
- 2.2 The Supplier reserves the right to alter the Quotes because of circumstances beyond its control.
- 2.3 Unless otherwise agreed the Quote will be valid and available for acceptance for 30 days from the date of issue.
- 2.4 Prices quoted are for the quantities requested. The Supplier may vary the price if the order quantity is different from that contained in the quotation.
- 2.5 The Supplier will specify the hourly rate(s) for Temporary Workers.
- 2.6 The price will be as indicated on invoices provided by the Supplier to the Client in respect of the Services.

- 2.7 If the quotation is acceptable to the Client, the Client may place an Order. By placing an Order the Client is accepting these Terms, the quoted price and the hourly rate(s) for Temporary Workers.
- 2.8 All Orders must be in writing and include an Order number.

3. Payment, Late Payment, Default of Payment and Consequences of Default of Payment Terms

- 3.1 Payment will be made by direct credit, or by any other method as agreed between the Client and the Supplier.
- 3.2 Invoices are issued every Monday for hours done the week prior and is payable within seven (7) days from date of Invoice.
- 3.3 The Supplier reserves the right to charge interest of 10% per annum on overdue amounts from the date payment falls due to the date of payment.
- 3.4 The Client is not entitled to withhold payment or to make any deductions from, or set-off against, any of the prices without the prior written consent of the Supplier.
- 3.5 The Client shall indemnify the Supplier from and against all costs and disbursements arising from any Client payment default, including costs of legal advice and collection.
- 3.6 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of the Services to the Client and any of its other obligations under the terms and conditions. For clarity, this includes the right for the Supplier to direct the Temporary Worker to cease work for the Client with immediate effect. The Supplier will not be liable to the Client for any loss or damage the client suffers because the Supplier exercised its rights under this clause.
- 3.7 The Client agrees there are no overtime penal rates, payable to the Temporary Workers, except for work done on statutory holidays. As per the Holidays Act 2003, hours of work done on statutory holidays are charged and paid at time and a half, and have an additional 8 hours charged and paid as a day in lieu. The Client will be responsible for paying the Supplier for any hours worked on statutory holidays.

4 Record of Time Worked/Time sheets

- 4.1 The Client agrees to review and approve, by signature or electronic means, a record of time worked/time sheet of the Temporary Worker(s). Hours are charged to the nearest quarter hour. The Client will designate one or more representatives of the Client to approve, amend or reject the record or time/time sheet on its behalf.
- 4.2 The Supplier, in order to meet its payroll and contractual obligations, shall automatically approve all pending records/timesheets that have been submitted but have not been approved, amended or rejected by 6:00 pm Mondays.

5 Taxes

- 5.1 Where any supply under these terms becomes subject to GST, an amount equal to the GST paid or payable in respect of the supply shall be added to the amount of consideration paid or payable for that supply under these terms.
- 5.2 Each party agrees to do all things, including providing invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply these terms.

6 Hire of Temporary Workers

- 6.1 The engagement of the Temporary Worker by the Client shall be deemed acceptance by the Client of these Terms.
- 6.2 The Client shall pay the Supplier the hourly rate for the Temporary Worker (or for the agreed number of Temporary Workers, at the hourly rates, as applicable) and any other agreed expenses. There is a four (4) hour minimum charge per worker per day, unless otherwise agreed with Supplier.
- 6.3 The Supplier will use all reasonable endeavors to source and locate Temporary Workers to meet the needs of the Client, however the Supplier shall not be liable for any direct or indirect loss or damage as a result of the Supplier failing to supply such Temporary Workers.
- 6.4 The Client is required to maintain and implement policies and procedures to ensure compliance with all industry standards and statutory requirements at its Work Site.
- 6.5 The Client shall ensure that its Work Site is covered by the insurance policies reasonably expected of a Work Site where similar business activity is taking place, including contractor risk policies, and public liability policies.

7 Supervision of Temporary Workers

- 7.1 The Supplier is the primary supervisor of the Temporary Workers at all times, and responsible for all

- aspects of the Temporary Workers' employment.
- 7.2 The Supplier provides a day-to-day supervision of the Temporary Workers, and their Work Sites.
- 7.3 The Client warrants that it will comply with the Supplier's reasonable directions, and its own policies and procedures under Clause 6.4, to ensure that all work on site will be carried out in a safe and responsible manner and that all lawful requirements will be complied with, including all obligations under the Health and Safety at Work Act 2015.
- 7.4 The Client agrees to include the Temporary Worker in all of the Client's workplace health and safety monitoring programs, all site induction programs and all relevant safety briefings required by the relevant site.
- 7.5 The Client agrees to indemnify the Supplier and hold the Supplier harmless for all costs, losses or other liabilities incurred by the Supplier in relation to the Client not complying with its obligations under clause 7.3.

8 Status of Temporary Worker

- 8.1 Temporary Workers supplied to the Client by the Supplier to carry out the work shall at all times be employees of the Supplier and not employees of the Client. Nothing in these Terms is to be construed as creating an employment relationship between the Client and the Temporary Worker.
- 8.2 The Supplier shall pay to each Temporary Worker all wages and shall make all appropriate deductions from their wages in respect of PAYE and other employer contributions.

9 Conversion and Transition of Temporary Workers

- 9.1 The Client acknowledges that the Supplier incurs substantial expenses for recruiting, testing, training and retaining its workforce.
- 9.2 Should the Client intend to HIRE the Temporary Worker supplied by the Supplier whilst on assignment to the Client, on a permanent employment basis, the Client should give at least two (2) weeks' notice to the Supplier. The Supplier will charge the Client a Recruitment/Placement fee which is the equivalent of Fifteen (15%) percent of the annual wages of the Temporary Worker hired, based on 2080 hours per annum, if hired within three (3) months from first assignment. If hired, after three (3) months, the following Recruitment/Placement fee applies:
- 9.2.1 From 3-6 months of first assignment – 13% of the annual wages
 - 9.2.2 From 6-12 months – 11% of the annual wages
 - 9.2.3 From 12 onwards – 7.5% of the annual wages
- 9.3 If the temporary worker is hired under clause 9.2, NO free Replacement Guarantee applies.
- 9.4 In the event that the Temporary Worker(s) supplied by the Supplier to the Client is HIRED, either directly or indirectly, on permanent, temporary or casual basis by the Client or any associated or affiliated organization, within six (6) months from the date of completion of an assignment, the Client agrees to pay the Supplier a Recruitment/Placement fee of 13% percent of the annual wages of the Temporary Worker hired, based on 2080 hours per annum.

10 Dispute Resolution

- 10.1 The Supplier will endeavour to resolve any dispute between the Client and itself without the need for court proceedings, which may include mediation. Any such attempt is without legal prejudice to the Supplier's rights to exercise any of its legal rights at any time, without notice.
- 10.2 The Client agrees that any court proceedings taken against the Supplier shall be undertaken in the court district nearest to the Supplier, unless the Supplier first agrees otherwise in writing.

11 Liability

- 11.1 The Client agrees that the Supplier shall not be liable for any loss of any kind whatsoever suffered by the Client as a result of any breach of any of the Supplier's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Supplier, the Temporary Workers, the Supplier's servants, agents or contractors, nor shall the Supplier be liable for any loss, damage or injury caused to the Client's servants, agents, contractors, Clients, visitors, tenants, trespassers or other persons. The Client shall indemnify the Supplier against any claim by any such person.
- 11.2 Notwithstanding anything else in the contract, in the event liability is found against the Supplier, then that liability, arising from breach of any of the Supplier's obligations under the contract, from any cancellation of the contract or from any negligence on the part of the Supplier, the Temporary Workers, its servants, agents or contractors, shall be limited to damages which shall not in total exceed the total of the prices paid by the Client to the Supplier.

12 Force Majeure

12.1 The Supplier is not responsible for any delay in delivery or non-delivery of the Service by reason of any Force Majeure or other event for which the Supplier is not directly responsible.

13 Governing Law

13.1 These Terms, and the supply of the Services, will be governed by New Zealand law.

13.2 The Client submits to the exclusive jurisdiction of the New Zealand Courts provided that the Supplier shall have the right to bring proceedings against the Client in any other Court of competent jurisdiction over the Client.

14 Severance

14.1 If the whole or any part of the provisions of these Terms shall be held void or unenforceable in whole or in part, such provision or part thereof shall, to the extent unenforceable, be severed from these Terms but the validity and enforceability of the remainder shall not be affected.

15 No Assignment

15.1 The Client will not directly or indirectly transfer or assign its rights, interests or obligations under these Terms without the Supplier's prior written consent which cannot unreasonably be withheld. A change in the Client's effective ownership or control will be deemed to be an assignment for the purpose of this clause.

15.2 When the client has no further need for the labour hire a min. of 2 weeks notice is to be given to Phil Eagle Recruitment Ltd in writing.

Agreed Charge Out Rate per hour:

Experienced. Welder \$46 per hr plus GST

Fitter and Turner \$47 per hr plus GST

Mechanic \$50 per hr plus GST

Accepted by:

Sign

Name of Signatory:

Position/Designation:

Company Name:

Date: / /2026