

## Cornerstone HR NZ - Terms & Conditions

These Terms and Conditions are between:

Cornerstone HR (NZ) Pty Ltd, NZBN: 9429051291310 ("**Cornerstone HR**") and

\_\_\_\_\_ NZBN: \_\_\_\_\_ ("**Client**")

These Terms and Conditions apply to the hire of blue collar labour from time to time (each an "**Assignment**") by the Client from Cornerstone HR and the relationship between the parties. These Terms and Conditions, together with the Special Conditions (defined below), apply to each Assignment to the exclusion of any other agreement or arrangement, including any Client terms. These Terms and Conditions and the Special Conditions are governed by New Zealand law.

Cornerstone HR will provide the client with written details of the fees payable in connection with each proposed Assignment and any other special conditions that will apply to that Assignment ("**Special Conditions**").

### Temporary Staff

#### Details and nature of Assignments

1. The Client will inform Cornerstone HR of the number and type of temporary staff required, the location, and the term, hours to be worked, and commencement date of each proposed Assignment. If Cornerstone HR agrees to supply temporary staff, and the Client agrees to the Special Conditions for that Assignment, Cornerstone HR will use all reasonable efforts to provide temporary staff with the appropriate skills to fulfill the requirements of the Client. Cornerstone HR will keep all information provided by the Client about its business confidential, except to the extent required to provide the services.
2. The supply of temporary staff to the Client is dependent upon the successful completion of a risk assessment on all tasks to be undertaken by, and all plant/equipment to be used by, the temporary staff.
3. Temporary staff remain the employees of Cornerstone HR or its related parties (collectively the "**Cornerstone HR Group**") for the period of any Assignment, and will not become an employee of the client. However, at all times during an Assignment, the temporary staff are under the direction, control and supervision of the Client. For the avoidance of doubt, no member of the Cornerstone HR Group is responsible for the work performed by temporary staff assigned to the Client.
4. Cornerstone HR may replace the assigned temporary staff from time to time with other staff that are suitably qualified. Cornerstone HR will endeavour to provide notice of such replacement where practicable.
5. If the Client accepts the Special Conditions applying to any proposed Assignment, the Client accepts the rates payable for the relevant service.

The Client will pay the relevant fee for each hour or part thereof worked by each member of temporary staff supplied.

6. An authorised Client representative will be required to validate temporary staff timesheets on a weekly basis. Validation indicates satisfaction with the work completed and accepts responsibility for payment under agreed terms.
7. The minimum period of an Assignment for every temporary staff member is four hours. The Client will endeavour to provide Cornerstone HR with not less than 24 hours' notice of cancellation of any Assignment. If the Client cancels an order with insufficient notice to prevent temporary staff from arriving on-site then the Client will be liable for a four hour service charge for each cancelled temporary staff member.
8. The Client must immediately notify Cornerstone HR of any intention to change the duties or tasks to be carried out by the temporary staff, prior to the staff commencing the changed duties, so that Cornerstone HR can ensure that the selected temporary staff have the appropriate skills and training to perform those duties, and so that an appropriate risk assessment can be performed on the work site. In the event of any change, Cornerstone HR reserves the right to change the hourly rate of temporary staff to one appropriate to the nominated skill requirement and to adjust the charge rate proportionately, and will notify the Client of that change.

#### Payment terms

9. Unless otherwise agreed, Cornerstone HR will invoice the Client weekly after payment of the temporary staff wages. As invoices are for the payment of temporary staff wages, all invoices are payable within 7 days from date of invoice. In accordance with the relevant legislation, services provided shall carry Goods and Services Tax ("**GST**") at the prevailing rate. If the Client defaults in payment when due then, without limitation, the Client may:
  - charge default interest on amounts outstanding until paid;
  - suspend or terminate any Assignment; and/or
  - recover from the Client any costs incurred in obtaining payment.
10. The hourly rates invoiced to the Client include wages for the temporary staff and all related on costs applicable by law (including, but not limited to leave entitlements, ACC, Kiwisaver, insurances and taxes). All relevant minimum/living wage rates will apply and all hours worked will be invoiced by Cornerstone HR under the relevant Assignment and Special Conditions.

#### Performance concerns

11. The Client should advise Cornerstone HR as soon as is practical if they are not satisfied with the work, performance of service, or behaviour of temporary staff assigned to it.

12. The Client should only communicate directly with temporary staff in relation to performance or behaviour issues if:
  - it is life threatening or of another serious nature; and
  - Cornerstone HR is notified immediately of the full details.
13. The Client agrees that only Cornerstone HR may direct assigned temporary staff not to continue work, to be removed from the workplace, or to have their engagement under the Assignment terminated.

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### Industrial Relations / Wages

14. The Cornerstone HR Group will be responsible for paying the wages and other remuneration payable by the Cornerstone HR Group for all temporary staff, including statutory employment costs such as ACC, PAYE and Kiwisaver.
15. The Cornerstone HR Group will comply with any legal requirements and the conditions of NZ employment.
16. The Client must inform Cornerstone HR of any relevant agreements applicable to the site where temporary staff are to perform the Assignment. Should there be any change in the nominated rates of pay applicable to Cornerstone HR temporary staff, the Client agrees to pay the amounts due to the temporary staff from the applicable date and the proportional change in margin due to Cornerstone HR.
17. The Client must not do anything that may cause any member of the Cornerstone HR Group to be in breach of any employment conditions.

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### Industrial Harmony

18. No member of the Cornerstone HR Group will employ staff illegally, and the Cornerstone HR Group will pay the temporary staff in accordance with applicable New Zealand employment regulations.
19. Cornerstone HR will not supply temporary staff to break picket lines.
20. The Client will ensure that temporary staff assigned to it are treated fairly.
21. In the event of industrial action or a dispute that involves or affects the temporary staff, the Client agrees to assist each member of the Cornerstone HR Group and do all things reasonably required to resolve the industrial action or dispute. This includes allowing Cornerstone HR Group representatives' access to temporary staff at the Client site and to Client staff where they may be relevant to the resolution of a dispute or a complaint.
22. The Client must provide a working environment free from unlawful discrimination, harassment and bullying and consistent with equal employment opportunity principles.

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### Occupational Health and Safety

23. The Client is responsible for providing a safe and healthy workplace and safe systems of work (including protective equipment) for all temporary staff assigned to it.

24. The Client must comply with all applicable occupational, health, safety, environmental and associated legislation, regulations and Codes of Practice, including (without limitation) the Health and Safety at Work Act 2015 and associated regulations, and all applicable privacy laws.
25. Prior to any temporary staff commencing work for the Client, the full history of all health and safety incidents and accidents and any other relevant OH&S material in relation to the Client business must be disclosed to Cornerstone HR. Cornerstone HR will rely on that information in conducting a risk assessment of the workplace.
26. The Client must provide a structured site and job safety induction for each temporary staff member assigned to it and must provide adequate instruction and training to each temporary staff member.
27. It is the responsibility of the Client to adequately supervise the temporary staff assigned to it at all times during the Assignment.
28. The Client will notify Cornerstone HR immediately of any work related incidents, injuries or non conformance issues or near misses affecting temporary staff.
29. The Client agrees that Cornerstone HR representatives may visit the Client sites from time to time to review safety arrangements for the temporary staff, or to investigate incidents and injuries, or to carry out Toolbox Meetings. The Client agrees to make any appropriate changes to help reduce the risk of accidents in the workplace.
30. The Client acknowledges that no member of the Cornerstone HR Group has control of the Client's workplace or sites, and that Cornerstone HR relies on the Client to inform Cornerstone HR of potential risks to the safety and welfare of the temporary staff. The Client undertakes and agrees to notify Cornerstone HR of potential risks affecting temporary staff, including any intended change of duties. If Cornerstone HR believes that a hazard poses an unacceptable risk to the health and safety of any temporary staff, then, without penalty:
  - Cornerstone HR is entitled to withdraw the temporary staff; and
  - if that hazard is not eliminated or minimised to Cornerstone HR's satisfaction, Cornerstone HR may terminate the Assignment.

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### Insurances

31. The Cornerstone HR Group will maintain the following insurance policies in relation to Cornerstone HR Group entities and its staff:
  - ACC Insurance as required by law;
  - Public Liability Insurance for least \$20 million AUD.
32. The policies are subject to exclusions and deductibles and may not cover or be available to the Client in part or at all. The Client must not cause any member of the Cornerstone HR Group to be in breach of the conditions of any insurance through act or omission of the Client.
33. The Client will hold and maintain public liability insurance for a sum of not less than \$10 million NZD. Any vehicle operated by temporary staff assigned to the Client must include third party and comprehensive vehicle insurance.

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## Liabilities and Indemnities

34. The Client is responsible for the care and supervision of all temporary staff assigned to the Client. The Client is responsible for all acts, errors and omissions of the temporary staff, be they willful, negligent or otherwise, for the duration of the Assignment.
35. To the extent permitted by law, the Cornerstone HR Group is not liable for any loss or damage (including consequential loss or damage) to any property (whether of the Client or another person) or for death or personal injury (to the Client's personnel or another person) caused or contributed to by a temporary staff member whilst on hire to the Client. The Client releases each member of the Cornerstone HR Group from, and will indemnify each Cornerstone HR Group member against any losses, damages, costs expense or liability of whatever description and for any claims made against the Cornerstone HR Group or its staff arising out of or in connection with the tasks undertaken by a temporary staff member during the period in which the temporary staff is assigned to the Client.
36. Whilst Cornerstone HR will use all reasonable endeavours to meet the Client's requirements and ensure the quality of its temporary staff, the Cornerstone HR Group is not liable for any losses, damages, costs expense or liability of whatever description and however arising and for any claims (including consequential loss or damage) if Cornerstone HR Group is unable to supply personnel required by the client at any time.
37. To the extent permitted by law, Cornerstone HR Group's liability to the Client for any losses, damages, costs, expenses or liability of whatever description and however arising and for any claims in contract, tort (including negligence), or under any applicable legislation relating to the performance of, or incidental to, the supply of temporary staff shall be limited to the cost of the resupply of the services and shall not extend to consequential loss or damage or punitive or exemplary damages.

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## Employment of Cornerstone HR temporary staff

38. The Client must not (and must procure that its related parties will not), without the prior written consent of Cornerstone HR, directly or indirectly retain, engage or contract with, or offer to retain, engage or contract with, any temporary staff member, whether directly or indirectly, while that staff member is on hire to the Client and for a period of six months after that staff member was last on hire to the Client. This clause shall survive termination of the Assignment and these Terms and Conditions.
39. The Client must not (and must procure that its related parties will not), directly or indirectly, encourage, entice or be involved in any temporary staff member leaving the employment of the Cornerstone HR Group while that staff member is on hire to the Client and for a period of six months after that staff member was

last on hire to the Client. This clause shall survive termination of the Assignment and these Terms and Conditions.

40. If the Client or its related parties breaches clauses 38 and/or 39, then the Client must forthwith pay a placement fee. This clause shall survive termination of the Assignment and these Terms and Conditions.
41. The placement fee will be determined as follows:
  - If the temporary staff member was hired to the Client for 1,000 hours or less in aggregate, then an amount equal to 12% of the annualised salary and entitlements, including superannuation, of the staff member immediately prior to the breach (regardless of whether the staff member was a full time, part time or casual employee of the Cornerstone HR Group);
  - If the temporary staff member was hired to the Client for more than 1,000 hours, then the placement fee will be nil.

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## Agreement

I certify that I am authorised to accept these terms on behalf of the Client named below and the Client agrees to these Terms and Conditions.

Company Name : \_\_\_\_\_

NZBN: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Cornerstone HR Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_