

Terms of Trade Contract



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BRANCHES NATIONWIDE

Accounts Head Office:

34 Greenpark Road, Penrose 1642
PO Box 12013, Penrose, Auckland 1642
P. 0800 MUSCLE
accounts@nzlabourhire.co.nz

Supplier: **NZ Labour Hire Limited ("Supplier")**

Authorised Director:

("Authorised Director")

Hirer (Hiring Company):

NZBN Number:

Company Address (Physical)

Company Address (Postal)

Phone:

Mobile:

Email for invoices:

Trade references: (*First reference must be current recruitment provider)

Company	Contact	Phone	Monthly spend (000s)	Year Acct established
*				

I/We certify that I/We are authorised by the Hirer to enter into this Terms of Trade Contract and I/We are empowered to bind the Hirer to this Terms of Trade Contract and the attached Terms and Conditions of Hire with the Supplier which I/we (the Hirer and the Authorised Director) hereby accept.

1. In consideration of the Supplier supplying labour, I/We as the Hirer AND the Authorised Director/s (jointly and severally if more than one of us) unconditionally guarantee payment of all monies due and owing to the Supplier under the attached Terms and Conditions of Hire. I/We acknowledge receipt of a copy of this Terms of Trade Contract and your Terms and Conditions of Hire.
2. I/We agree that as between the Supplier and I/Us (being the Hirer AND the Authorised Director/s), I/each of us have the liability of a principal debtor in respect of all monies owing under the above account.
3. I/We as the Hirer AND the Authorised Director/s agree that demand may be made on any of us by the Supplier without demand on the Hirer.

Authorised Director Name:

Signed:

Date:

Please turn over for Terms and Conditions of Hire.

Terms & Conditions of Hire

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1. In these Terms and Conditions of Hire, the Supplier shall mean NZ Labour Hire Limited and shall include its related companies (as that term is defined in the Companies Act 1993) and also its successors, assigns and transferees. Any obligation of the Supplier under these Terms and Conditions of Hire shall be deemed to be an obligation of which ever company (i.e. NZ Labour Hire Limited or one of its related companies) supplied the labour to the Hirer and shall not be considered to be an obligation which extends from the company which supplied the labour to any other related company entity. The Hirer's rights to enforce any term or obligation of the Supplier under these Terms and Conditions of Hire shall be limited to the company which supplied the labour and shall not extend to any other related company.
2. The Supplier may without notice at any time assign or transfer its rights or interests under these Terms and Conditions of Hire to any other party. The Hirer agrees that the assignee or transferee will have all the rights and remedies available to the Supplier under these Terms and Conditions of Hire and further agrees benefit of any of the covenants, terms or conditions in these Terms and Conditions of Hire, whether express or implied, given by the Hirer and/or the Authorised Director, shall extend to and include any assignee or transferee. The Hirer cannot assign or transfer the Hirer's rights and obligations under these Terms and Conditions of Hire unless the Supplier has agreed in writing.
3. Engagement of the Temporary Worker by the Hirer shall be deemed an acceptance by the Hirer of these Terms and Conditions of Hire and the attached Terms of Trade Contract.
4. The Hirer accepts that the Supplier may conduct a credit check on them (including any Director and/or Shareholder of the Hirer in the case of a company) with the Supplier's nominated agency, and that the Supplier will give the Hirer's personal information (and/or the personal information of the Director and/or Shareholder of the Hirer in the case of a company) to their nominated agency, who will hold that information on their systems and may share that information with other clients.
5. The Hirer accepts that if payment obligations are defaulted, information concerning that default may be given to the Supplier's nominated agency, where, in the normal course of the nominated agency's business this information may be given to other customers and agencies.
6. The Hirer shall pay the Supplier the hourly rate for the Temporary Worker as per the attached Terms of Trade Contract (and any other agreed expenses or additional charges for work carried out on statutory holidays as per clause 9 directly to the Supplier. The hourly rate excludes GST which the Hirer will pay to the Supplier in addition to and at the same time as the hourly rate. There is a 4 hour minimum charge per Temporary Worker per day. Should the Hirer wish to terminate the hire of the Temporary Worker for any reason, the Hirer shall notify the Supplier immediately.
7. The Hirer will ensure that each Temporary Worker maintains a timesheet recording the number of hours worked and where those hours were worked. The timesheet must be countersigned by the Hirer's authorised representative at the end of each week and returned to the Supplier the next working day.
8. The Hirer acknowledges that the charges due to the Supplier under these Terms and Conditions of Hire are payable by the Hirer within 7 days from the date of the invoice unless otherwise agreed by the Supplier. Invoices shall be rendered weekly by the Supplier to the Hirer. The Supplier shall be entitled to charge default interest on overdue monies at 2.0 % per month from the date that payment is due until the date the payment is received in full. The Hirer acknowledges that any costs incurred by the Supplier in the recovery of any debt including any legal costs will be charged to the Hirer.
9. As per the Holidays Act 2003, hours of work done on statutory holidays are charged and paid at 1.5 times the contracted hourly rate, and an additional 8 hours shall be charged for each statutory holiday worked and paid as a day in lieu.
10. The Temporary Worker shall be under the absolute direction and control of the Hirer from the time of commencement of duties for the duration of the engagement. The Hirer is responsible for all acts, errors or omissions whether wilful or negligent or otherwise of the Temporary Worker and the Supplier does not accept any liability for any loss, expense or damages arising from any act or failure by the Temporary Worker howsoever arising. The Hirer shall ensure compliance with all statutory requirements relating to the Temporary Worker except where these are expressed to be the responsibility of the Supplier under these Terms and Conditions of Hire.
11. The Hirer is responsible for providing a safe and healthy workplace and safe systems of work for the Temporary Worker. The Hirer warrants that they will:
 - a) Take all practicable steps to ensure the Temporary Worker is not harmed while at work
 - b) Induct the Temporary Worker into the safety requirements of their workplace before the Temporary Worker begins work.
 - c) Ensure that the Temporary Worker is not harmed by any hazard that is or arises in the place of work, and have in place a system to effectively manage any hazards under their control.
 - d) Ensure all work is carried out in a safe and responsible manner, providing adequate supervision and training, and appropriate safety gear where required to by law and that all lawful requirements (including all occupational health and safety requirements) are complied with.
 - e) Include the Temporary Worker in all the Hirer's workplace health and safety monitoring programs, and indemnify the Supplier against any claim the Temporary Worker, Accident Compensation Corporation or the Ministry of Business, Innovation and Employment may make in regards to unsafe workplaces, practices or accidents.
12. The Hirer must have adequate insurance to cover:
 - a) Loss or damage to the Hirer's property or the property of third parties including machinery, motor vehicles and other plant and equipment and all which may be operated or handled by any Temporary Worker.
 - b) Death or personal injury (to the Hirer's personnel or any other person) caused or contributed to by any Temporary Worker while on hire to the Hirer. This insurance must cover the Supplier and the Temporary Worker.
13. The Hirer indemnifies the Supplier and its directors, officers, agents and assigns, against any liability for any claims made against the Supplier and its directors, officers, agents and assigns or any Temporary Worker arising out of or in connection with:
 - a) Any breach by the Hirer of these Terms and Conditions of Hire;
 - b) Any loss, damage or injury suffered by a third party, caused by any negligence, or deliberate act, by any Temporary Worker in the course of performing work during an engagement.
 - c) Any liability under this clause 13 will be deemed to be a debt due and payable by the Hirer to the Supplier.
14. To discourage soliciting of the Suppliers workers, where within 6 months of the termination of an engagement or the most recent referral of a Temporary Worker to the Hirer:
 - a) If the Hirer (or any associated company of the Hirer) engages the Temporary Worker as an employee or as an independent contractor whether directly, or indirectly through another employment agency, the Hirer will be liable to pay the Supplier a finder's fee equal to 300 hours hire of that Temporary Worker. This fee shall be charged for each and every Temporary Worker this clause pertains to.