

## General Terms and Conditions of Engagement

The following Terms and Conditions of Engagement are applicable to the supply of human resources, recruitment, health and safety, and job hunter consultancy services by Stapleton Consulting ("the Work").

Stapleton Consulting is also called "we" or "us" in these Terms and Conditions. The Client means the person or business accepting these Terms and Conditions and is also referred to as "you" or "yourself".

Where you are using our Specialist Services, the applicable Specialist Services Terms and Conditions will also apply.

### Acceptance

All work undertaken by Stapleton Consulting is outlined in a 'Client Proposal' document which will be provided to you prior to us commencing the Work. The Client Proposal will include a scope of the Work, an estimate of our fees, a copy of these General Terms and Conditions of Engagement, a copy of any applicable Specialist Services Terms and Conditions, and any other terms and conditions of engagement mutually agreed between us and you at the time of the Client Proposal.

Your request to commence the Work in accordance with the Client Proposal constitutes your acceptance of the General Terms and Conditions of Engagement, any applicable Specialist Services Terms and Conditions and any other express terms and conditions of engagement mutually agreed between us and you in writing at the time of the Client Proposal.

### Variations and Additional Terms

Any instructions from you to vary or alter the scope of our services will be treated as a variation.

Notwithstanding anything in these Terms and Conditions, our fee may be increased by the amount of any reasonable increase in cost of our services between the date of the Client Proposal and the date we commence providing our services to you and where such increase is beyond our control.

These Terms and Conditions, any applicable Specialist Services Terms and Conditions and any other express terms and conditions of engagement mutually agreed between us and you in writing, compromise all the terms, representations and warranties between the parties.

Any implied terms, conditions or warranties are expressly excluded from these Terms and Conditions and from the Specialist Services Terms and Conditions.

### Our Fees

The estimate of our fees provided to you with the Client Proposal applies for 30 calendar days from the date of your receipt of the Client Proposal.

Our rates and pricing structures are based on what is fair and reasonable for the nature of the Work having regard to:

- The interests of the you and us;
- The time and labour expended;

- The skill, specialised knowledge and responsibility required to perform the services properly;
- The importance of the matter to you and the results achieved;
- The urgency and circumstances of which the matter is undertaken the Work, including the amount of value involved;
- The complexity of the matter and the difficulty and novelty of the questions involved;
- The reasonable cost of running our business; and
- The fees customarily charged in the market locally for similar service to the Work.

Pricing structures include flat hourly rates, fixed price and/or set monthly retainers.

All charges and fees outline in these Terms and Conditions and in any Specialist Services Terms and Conditions are exclusive of Goods and Services Tax (GST). GST will be calculated and included in the amount payable by you to us.

Our fees are reviewed annually in May, effective 1 July of the same year. We will communicate any changes in our fees to you following the review and in advance of when they take effect.

### Flat Hourly Rates

Work carried out on a flat hourly rate basis will be charged in 15-minute increments.

The initial introduction meeting/conversation (usually between 15 minutes to 45 minutes) is always free of charge.

Where the work is being carried out on a flat hourly rate basis, any subsequent meetings are chargeable and additional to any fee estimates.

### Set Monthly Retainers

Where we are providing you with agreed consultancy services for an allocated amount of time, on a reoccurring monthly basis for a set fee, the fee for these services is payable irrespective as to whether you use the all allocated hours.

Where all the allocated hours are used prior to the end of the month, the client will be charged for any additional work undertaken by us during that month on a flat hourly rate basis.

If allocated time remains unused at the end of the month, that time will roll over into the following month. Unused time shall have a lifespan of three months. Any time remaining unused after three months shall expire.

Unused time may be allocated to special projects by agreement provided the unused time has not expired.

### Travel Time

Travel is charged on a fixed fee basis that is usually calculated at the time of the Client Proposal and included in the fee estimate.

Travel required that is outside of the scope of the Client Proposal will be charged per kilometre based on rates set by the Inland Revenue Department. Any time spent travelling is charged separately at a fixed hourly rate of \$80.00 per hour (excluding GST).

Air travel costs shall be mutually agreed on a case by case basis.

## Payment Terms

Except for Set Monthly Retainers, Stapleton Consulting will invoice you monthly and/or on the completion of the Work, whichever occurs first. Payment is to be made by the 20<sup>th</sup> of the following month unless otherwise mutually agreed in writing ('the Due Date').

### Set Monthly Retainer Payment Terms

Work completed on a Set Monthly Retainer basis, Stapleton Consulting will invoice you monthly on the 1<sup>st</sup> of the current month. Payment is to be by the 20<sup>th</sup> of the current month, unless otherwise mutually agreed in writing ('the Retainer Due Date').

Work completed in excess of the Set Monthly Retainer limit ('the Hours Cap'), Stapleton Consulting will invoice you monthly. Payment is to be made by the Due Date.

### Non-Payment

If payment is outstanding for more 20 days after the Due Date or Retainer Due Date, we may cease or suspend the Work until either the account is paid, or a repayment plan is mutually agreed and is recorded in writing. We have the right to hold all documents, notes and other work completed on your behalf (except for information or documents provided by you), until payment is received in full for such items.

We may, at our sole discretion, charge a re-establishment administration fee of \$250.00 (excluding GST) upon re-commencing the Work once payment has been made.

We may, at our sole discretion, allocate any payment received from you towards any invoice and may do so at the time of receipt or at any time afterwards and on default by you may allocate any payments previously received and allocated. In the absence of any payment allocation by us, payment shall be deemed to be allocated in such manner as preserves the maximum value of our interest.

We may, at our sole discretion, charge you interest of 1.5% (18% per annum) each month calculated daily on invoices you have not paid by the Due Date or Retainer Due Date.

Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in these Terms and Conditions and/or any Specialist Services Terms and Conditions and/or any terms and conditions of engagement mutually agreed between us and you in writing, shall be paid by you including any reasonable solicitor's fees and/or debt collection agency fees.

## Subcontractors

Stapleton Consulting reserves the right to engage subcontractors to carry out the Work on any given project should the need arise.

We are an independent consultancy service provider without the authority to bind you by contract or otherwise and neither us or our personnel are agents or employees of you by virtue of this Agreement.

## Use of Personal Information

We are committed to adhering to the requirements laid down by the Privacy Act 1993 to ensure that any information provided to us by a candidate is kept and used for lawful purposes.

Please refer to Our Policy - Use of Personal Information ("the Policy") document for our terms relating to the collection, use and disclosure of your personal information.

### Promotion and Marketing

By providing us with your email address, you consent to receiving promotional material from us.

### Acceptance

By providing personal information to us, whether verbally or in writing by whatever means then you expressly acknowledge that you have read and understood the terms and conditions related to Personal Information and because of this, you consent to us collecting personal information about you and disclosing and using that information as set out in the Policy.

## Intellectual Property

Any intellectual property rights help by the parties at the commencement of the Work will belong to that respective party. All intellectual property rights arising from the performance of the Work will be held by the Parties jointly.

## Health and Safety

You must provide us a list of known identified risks relevant to the Work and any health and safety management plans (or similar) operated by you that is relevant to the Work. We do not assume any of your obligations under the Health and Safety at Work Act 2015.

## Limitation of Liability

The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Contract and Commercial Law Act 2017 and other statutes may imply warranties or conditions or impose obligations on us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, condition or terms imposed on us, our liability shall, where it is allowed be excluded or if it is not able to be excluded, only apply the minimum extent required by the relevant statute.

Except as otherwise provided by law we shall not be liable for any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by you or any other person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Work.

You shall indemnify us against all claims and loss of any kind whether caused or arising because of our negligence or otherwise brought by any person in connection with any matter, act, omission or error by us.



STAPLETON CONSULTING

*see the forest for the trees*

Failure by us to enforce any of these Terms and Conditions, and/or any Specialist Services Terms and Conditions and/or any terms and conditions of engagement mutually agreed between us and you in writing, shall not be deemed to be a waiver of any of our rights or obligations under this contract.

## Cancellation

We shall, without any liability, be entitled to cancel in whole or in part any contract for the provision of our services if you fail to pay any money owing after the Due Date or if you commit an act of bankruptcy.

Any cancellation of this agreement shall not affect our claim for money due at the time of cancellation or for damages for any breach of these Terms and Conditions, and/or any Specialist Services Terms and Conditions and/or any terms and conditions of engagement mutually agreed between us and you in writing.

If you wish to cancel the contract with us after acceptance of the Client Proposal, you shall pay all actual and reasonable costs incurred by us together with a reasonable administration fee.

## Dispute Resolution

In the event of a dispute or disagreement arising out of the contract between us and you, either party may give written notice no later than 14 days following the event/s giving rise to the dispute, to the other party specifying the nature of the dispute or disagreement, the remedy sought and requiring that the dispute or disagreement be determined and settled in accordance with this clause.

On receipt of the notice, the parties shall each appoint a representative who has authority to determine the grievance or dispute, and those two representatives shall meet as soon as reasonably possible to see if they can determine the grievance. All discussions, meetings and correspondence between the two representatives shall be deemed without prejudice and without concession of liability and shall not be used by either party in any later proceedings unless both parties agree, or agreement is reached by one party fails to honour the agreement.

If the two representatives cannot reach agreement within 30 days of being appointed, either party may refer the dispute to mediation.

## Governing Law

These terms and conditions are governed by the law of New Zealand.