

Terms of Business

AER Group Ltd ("AER") was established in April 2000 to supply permanent, fixed term contract and temporary staffing solutions to Auckland businesses ("Client"). We are committed to providing a quality service, placing a high value on the candidates we attract; striving to be recognised as the agency of choice for your recruitment needs.

Advertising: AER undertakes to provide free of charge to the Client the first ad for online advertising including social media. Other advertising costs will be agreed with the client and invoiced separately.

Personality/Aptitude Testing: Candidates are assessed using personality and cognitive reasoning profiling as part of the interview process. Specific assessments in addition to the above are available with costs to be agreed with the Client.

Employment by Client: Any candidate referred by AER verbally or in writing is employed by the Client, associated or subsidiary companies within four (4) months of introduction by AER, the Fees as per below shall apply.

Payment terms: Seven (7) days upon receipt of invoice.

Permanent

AER and the Client agree that each will be bound by the Terms contained herein, upon signing of the Terms of Business.

Fees: are charged once an AER candidate starts their employment with the Client and are based on a percentage of the total annual remuneration package of the candidate;

- 12% + GST

Minimum fee \$3,000 + GST

Any permanent position AER recruits on an Exclusive basis will receive an additional 15% discount off the fee + GST, or the minimum fee (the higher of). The term Exclusive is defined as all candidates considered for a position are presented through AER only. Candidates introduced to the Client from any other source including external employment agencies, internal applicants and/or word of mouth referrals are to be passed on to AER in the first instance.

Where a company vehicle is provided, this will be assessed as remuneration of \$10,000 per annum.

Permanent Placement Guarantee: AER Group Ltd undertakes to locate free of charge, a suitable replacement candidate if the employment is terminated by the candidate for any reason other than, redundancy, merger company relocation or change of original job specification within three (3) months of the employment of the candidate, providing the payment terms have been met. In the event that we do not replace, a pro-rata credit will be issued as follows: 1 month 75%, 2 months 50%, 3 months 25%.

Fixed Term Contracts

Fees: Fixed term contract fees are charged based on a percentage of the permanent fee:

- Up to 6 months: 50% + GST
- 6-11 months: 75% + GST
- 12 months and over: Full permanent fee

If the candidate's contract is extended or goes permanent then the difference between the initial contract fee (what has already been paid) and the permanent fee is payable. The permanent fee is calculated on the annual remuneration of role at time of contract extension or going permanent, not the original contract role.

Temporary

Minimum booking: A minimum of four (4) hours in any one day will be charged

Rates: The rate to be charged for a Temporary employee will be as agreed between AER and the Client prior to each Assignment, subject to rights of variation provided under this Contract. AER may vary the rate to be charged for a Temporary employee at any time by notifying the Client of the variation.

Rates are inclusive of government levies, ACC, holiday pay, kiwisaver etc but *exclude* Statutory Holiday Costs. If the public holiday is a deemed a day the Temporary employee would normally work, they are entitled to be paid for that day. Statutory Holidays will be charged in accordance with the Holidays Act 2003 and itemised separately on AER's invoice to the Client at cost only (no profit margin).

Liability: AER makes every effort to ensure that the Client is satisfied with the provision of services under an assignment. However, the Client will:

- a) Supervise, direct and control the Temporary employee while on assignment; and
- b) Be responsible for all acts and omissions of a Temporary employee

AER will not be liable for loss, damage or expense suffered by the Client resulting from the acts or omissions of a Temporary employee or from any delay or failure by AER to refer a Temporary employee to the Client.

The Client indemnifies AER against any loss, damage or expense suffered by AER arising from any act or omission of a Temporary employee on Assignment to the Client.

Security: A Temporary employee must not be entrusted with the handling of cash or other valuables without prior written permission from AER.

Occupational safety and health: The Client will provide the Temporary employee with a safe place to work at all times in compliance with the Health and Safety in Employment Act 1992. Any accident or OSH issue should be immediately reported by the Client to AER.

Engagement from Temporary to Permanent Employment: The services provided by AER are made possible and available to Clients by investing substantial sums on the recruitment, testing and training of its personnel. Where within four months of the termination of an Assignment or the most recent referral of a Temporary employee to the Client:

- a) the Client engages the Temporary employee as an employee or as an independent contractor; or
- b) the Client introduces the Temporary employee to another person or organisation and that person or organisation engages the Temporary employee as an employee or as an independent contractor, the Client will pay a fee calculated in accordance with AER's terms of business for permanent or temporary staff (as appropriate).

Payment terms: The Temporary employee is paid weekly by AER. Therefore payment of the fee is due within seven (7) days of its submission by AER to the Client. A claim or dispute raised by the Client does not entitle the Client to set off against, or withhold payment of, any money owed to AER.

AER may withdraw the Temporary employee from an Assignment with the Client at any time for non-payment or non-compliance by the Client with these Terms and Conditions of Contract without limiting all or any of its rights herein at law or otherwise

Guarantee: No charge will be made if the Temporary employee proves unsatisfactory for any reason and AER is informed within the first three (3) hours of the Assignment commencing.

Acceptance of Terms and Conditions: I _____
have read, understood and retained a copy of AER Group Ltd's Terms of Business and agree to comply with these terms.

Business Name: _____

Position: _____

Signed: _____ Date: _____