

TERMS AND CONDITIONS

For Employers

TIMPANY WALTON
TIMARU

Terms and Conditions

1. DEFINITIONS

- 1.1 “Company” shall mean [] its directors, employees or agents.
- 1.2 “Client” shall mean the person or entity to whom the Services are rendered, or any person acting on behalf of and with the authority of the Client.
- 1.3 “Fee” shall mean the cost of the Services as agreed between the Company and the Client.
- 1.4 “Terms and Conditions” shall mean these terms and conditions together with any other specific terms and conditions agreed to in writing by the Company and the Client.

2. APPLICATION

- 2.1 These Terms and Conditions apply to all services provided by the Company, subject only to variation agreed by both parties and confirmed in writing prior to any referral of candidates by the Company. Where not expressly agreed to these Terms and Conditions will be deemed to have been accepted by the Client in the event that the Client accepts any Services from the Client or accepts any referred candidate or employee placement by the Company.
- 2.2 The Company may by written notice to the Client alter or replace these Terms and Conditions. All Services performed subsequently for the Client shall be upon the altered or replaced terms and conditions, unless agreed otherwise in writing.

3. SERVICES

- 3.1 The Company will interview candidates and obtain details from them of their qualifications, skills and experience, which shall be recorded and retained. The information contained in the Company’s assessment and report is therefore based on details supplied to the Company and is correct to the best of the Company’s knowledge. However, no responsibility is accepted for errors or omissions or incorrect conclusions.
- 3.2 Whilst the Company shall endeavour to select candidates it considers will be most suitable to the Client’s needs, the Company can accept no liability for any loss or damage, costs of compensation, however caused, which the Client may suffer or for which the Client may become liable, arising out of, or in connection with, or as a result of the introduction by us to the Client of any candidate.
- 3.3 When the Client interviews a candidate, the Client must satisfy themselves as to his or her qualifications, capability, integrity and suitability to the position. The Company does not carry out medical examinations, nor does it ask candidates about their medical history or condition, except for their general state of health.

4. FEE

- 4.1 The Company will invoice the Client for the Fee, being the fee specified in any job sheet or quote that the Company has agreed with the Client, together with any other fees that the Company may reasonably charge to the extent that:
 - a. fees for the Services have not been agreed in advance;
 - b. work is performed in addition to the initial instructions, which may include a variation to the initial brief or instructions; and
 - c. the Company incurs expenses or costs on the Client’s behalf or which are reasonably necessary to carry out the Services.

5. INVOICING

- 5.1 The Company may require the Client to pay a deposit before commencing the Services.
- 5.2 The Company may invoice the Client (at its discretion) on completion of the Services, or on a monthly basis, or at other intervals.

6. PAYMENT

- 6.1** Payment for the Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date"); or
- a.** interest may be charged on any amount owing after the due date at the rate of 2% per month or part month; and
 - b.** any expenses, disbursements and legal costs incurred by the Company in the enforcement of any rights contained in these terms and conditions shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- 6.2** Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

7. LIABILITY

- 7.1** The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may impose warranties, conditions or obligations upon the Company which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in these Terms and Conditions, the Company excludes all such imposed warranties, conditions or obligations to the extent permitted by law.
- 7.2** Except for as expressly provided for in these Terms and Conditions, the Company excludes any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 7.3** Except as expressly otherwise provided by clause 7.1, or 7.2, the Company shall not be liable for:
- a.** any loss or damage of any kind whatsoever (including consequential loss whether suffered or incurred by the Client or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly) from Services provided by the Company to the Client; and
 - b.** the Client shall indemnify the Company against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of the Company or otherwise, brought by any person in connection with any matter, act, omission, or error by the Company its agents or employees in connection with the Services.

8. CONSUMER GUARANTEES ACT 1993

- 8.1** The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Services from the Company for the purposes of a business in terms of section 2 and 43 of that Act.

9. COLLECTION AND USE OF PERSONAL INFORMATION

- 9.1** The Client authorises the Company to collect, retain and use any information about the Client for the purpose of assessing the Client's credit worthiness and enforcing any rights under these Terms and Conditions.
- 9.2** The Client authorises the Company to disclose any information obtained to any person for the purposes set out in clause 9.1.
- 9.3** Where the Client is a natural person the authorities under clauses 9.1 and 9.2 are authorities or consents for the purposes of the Privacy Act 1993.

10. FORCE MAJEURE

- 10.1** The Company shall not be liable for delay or failure to perform its obligations under this Agreement if the cause of the delay or failure is beyond its control.

11. NO WAIVER

- 11.1** Failure by the Company to enforce any of the Terms and Conditions shall not be deemed to be a waiver of any of the rights or obligations the Company has.

12. SEVERANCE

- 12.1** If any provision of these Terms and Conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13. GOVERNING LAW

- 13.1** The relationship between the Company and the Client will be governed by the laws of New Zealand, and the parties submit to the jurisdiction of the Courts of New Zealand.