



**finding leaders who inspire teams
and drive growth**



**Terms of Business
Recruitment Services**

deciphər the people you need to succeed

These Terms of Business together with any Assignment Proposal or Engagement Letter and Fee for Services form for agreement between Decipher Group Limited and the Client. Where there is any conflict between the Terms of Business and the Assignment Proposal or Engagement Letter, the Assignment Proposal or Engagement Letter will take precedence.

Definitions

“Decipher Group” refers to Decipher Group Limited and any related company of Decipher Group (as that term is defined in the Companies Act 1993).

“Client” refers to the person, organisation or firm to whom Decipher Group is to provide “Recruitment Services”.

“Recruitment Services” is the provision of services in the form of recruitment of permanent staff (“Permanent Services”), contracting staff (“Contracting Services”) or other consulting services (“Other Services”).

“Unbundled Services” is the provision of selected services which as a whole would form Recruitment Services. The same Terms and Conditions of Business apply to any selected service or services which as a whole would form Recruitment Services except as expressly provided or amended in writing.

“Candidate” refers to any person located, selected and introduced by Decipher Group to the Client for any Recruitment Services.

General Provisions

These Terms and Conditions of Business (“Terms of Business”) relate to the provision by Decipher Group of Recruitment Services, which for the purpose of these Terms of Business includes Unbundled Services to the Client whether at the premises of Decipher Group, the Client or Client designated premises and apply to every assignment between Decipher Group and the Client. These Terms of Business may be modified or amended in writing by agreement between the Client and Decipher Group.

Decipher Group will provide Recruitment Services and Unbundled Services on these terms only. Acceptance of Recruitment Services and Unbundled Services from Decipher Group will be deemed to be acceptable by the Client of these Terms of Business, notwithstanding anything to the contrary in the Client enquiries or on the Client orders except where variations are agreed (and confirmed in writing) prior to the commencement of an assignment.

Except as otherwise provided in these Terms of Business and to the extent permitted by law, Decipher Group makes no warranties, express or implied, in respect of the provision of Recruitment Services or Unbundled Services or in respect of the Candidate themselves.

The parties also agree that the supply under these terms is for business purposes and accordingly the provisions of the Consumers Guarantee Act 1993 do not apply in respect of the supply of goods and services under these terms.

In addition, Decipher Group shall not be liable to the Client or any other person for any direct or indirect loss, damage, expense or delay suffered or incurred by the Client or any other person arising from or in any way connected with the provision of Recruitment Services, Unbundled Services or the actions or omissions of the Candidate themselves.

Accuracy of Information: Decipher Group will take all care in presenting accurate information to the Client. However, Decipher Group does not accept any liability for the accuracy or completeness of information provided by a Candidate, or any third party.

Subsequent Employment: The Client agrees to pay the standard fee to Decipher Group where any Candidate introduced to the Client by Decipher Group is:

1. subsequently employed or engaged by the client on a permanent, temporary or contract basis, within 12 months of introduction (if not engaged), or termination (at end of engagement) whichever applies, or
2. subsequently introduced by the Client to a third party and the Candidate is then employed or engaged by the third party on a permanent, temporary or

contract basis, within 12 months of introduction whether such employment or engagement is at the instance of the Candidate, Client or third party.

Goods and Service Tax: Goods and Service Tax and any other tax or levies will be added to all fees and charges for services provided hereunder.

Payment: All Recruitment Services and Unbundled Services fees and charges are payable within 14 days of the invoice date as stated on each invoice. Time of payment is paramount and is the essence of the service provided. Decipher Group reserves the right to charge penalty interest at 12% if payment is not made in accordance with these Terms of Business.

No purported claim or dispute raised by the Client shall be a ground for the Client withholding payment of any monies due to Decipher Group from the provision of Recruitment Services by Decipher Group to the Client nor shall purported claim or dispute confer on the Client any right to offset any payment due to Decipher Group.

In the event that it is necessary for Decipher Group to seek legal remedies to obtain payment of amounts owed to it by the Client, the Client agrees to reimburse Decipher Group for all its legal expenses when Decipher Group is successful in obtaining judgment against the Client for any or all outstanding amounts.

Unreasonable delay and cessation of process: Upon engagement Decipher Group will provide an estimated project timeline that will outline milestones throughout the process for both parties. Where the Client delays the process for an unreasonable period, the Client remains liable for all fees invoiced or accrued (where an invoice has not been generated but work has been undertaken), any advertising costs required to attract additional candidates and further recruitment fees where Decipher Group is required to recommence the recruitment process from its initial stages.

For example: where the Client determines to revisit the organisational structure and/or role accountabilities during any stage of the assignment, which delays the recruitment process, the Client will be invoiced for that stage of the fee, in proportion to the work completed for that stage.

Where the Client determines to cease the process part way through the recruitment assignment, the client will be liable to pay the invoice for the stage of the process that is currently underway as detailed in the Recruitment Assignment.

For example: where the Client determines to cease the process during Stage Two of the assignment the Client will be invoiced for that third of the fee and is liable for payment of the invoices for Stage One and Two of the process.

Where the Client delays the process for an unreasonable period resulting in the withdrawal of candidates from the process, the Client remains liable for all fees invoiced or accrued (where an invoice has not been generated but work has been undertaken), any advertising costs required to attract additional candidates and further recruitment fees where Decipher Group is required to recommence the recruitment process from its initial stages.

For example: where the Client delays interviewing the shortlisted candidates for an unreasonable period resulting in the withdrawal of these candidates; the Client remains liable to pay all invoices generated for the provision of the shortlist of candidates or fees accrued for this work.

Change of role requirements and scope of work: Where during the process the Client makes a change to the requirements of the role being recruited resulting in additional work by Decipher Group to fulfil the Client's requirements, Decipher Group may invoice the Client for the additional work outside of the scope of any earlier fees invoiced (which remain payable by the Client) at the rate of \$300.00 per hour plus GST.

Privacy Act Authorisation: The Client hereby authorises any person or company to disclose to Decipher Group any such personal information as Decipher Group may require in response to the Client's request for credit from Decipher Group.

Any such personal information gained by Decipher Group pursuant to this authorisation shall be held by Decipher Group subject to the provisions of the

Privacy Act 1993.

Governing Law/Jurisdiction: The New Zealand courts shall have exclusive jurisdiction in any dispute between the Client and Decipher Group.

Exclusivity: A true business partnership is important to Decipher Group and for us to be able to deliver a quality solution to you, our client. To this end, you acknowledge that you have engaged Decipher Group to exclusively undertake this recruitment assignment. Any candidate who approaches you directly in relation to this role or is introduced through another consultancy or third party shall be referred directly to Decipher Group."

Additional Candidates: Should the Client employ any Candidates in addition to the role, as a result of the recruitment process; a fee equivalent to 16% of the remuneration agreed with that Candidate will be payable (plus GST).

Permanent Services

If the requirements set out in this clause are met, Decipher Group shall extend a replacement guarantee for Candidates recruited and placed as permanent employees with the Client.

The guarantee means that if the successful Candidate ceases employment with the client within three or six months of commencement of such employment, as outlined in the original proposal, and the requirements detailed below are met, Decipher Group will endeavour to find a replacement Candidate for the position without charging additional placement fees.

In circumstances where the fee is paid on acceptance of offer by the Candidate and a Candidate withdraws their acceptance of an offer of employment from the Client prior to commencing such employment, the replacement guarantee may also apply, subject to the terms set out below.

The replacement guarantee only applies if:

1. all fees, charges and expenses owing by the Client in respect of the placement of the original Candidate have been paid in full in accordance with the payment terms in these Terms of Business and the Client has no other amounts outstanding to Decipher Group;
2. the original job description and assignment specification does not alter.

The replacement guarantee does not apply:

1. if the Candidate's employment ceases for reasons beyond Decipher Group's control such as:
 - a. acceptance by the Candidate of employment with a different employer where no notification of any performance, fit or behavioural issues have been raised with Decipher Group,
 - b. redundancy,
 - c. restructuring of the employer business,
 - d. economic circumstances,
 - e. company closure,
 - f. substantial change from the original job description.
2. if the Candidate is engaged by the Client in a temporary capacity through Decipher Group immediately prior to the acceptance of a permanent position; or
3. to replacement Candidates.

The replacement guarantee is not transferable to other placements or recruitment services and the Client is not entitled to any credit or refund for replacement guarantees that the Client does not wish to pursue or which are undertaken by Decipher Group but not completed. Any additional costs and out of pocket expenses such as advertising are not included in this replacement guarantee.

If the remuneration package of the replacement Candidate differs from the original Candidate, the invoiced amount will be adjusted appropriately.

No variation to our guarantee or fee structure is valid unless agreed in writing.

Fee: In consideration of Decipher Group providing Permanent Services, the Client agrees to pay a permanent placement fee. Subject to the Decipher Group minimum recruitment fee detailed below, permanent placement fees are based on a

percentage of the successful Candidate's annual remuneration package as agreed in writing with the Client before the assignment commences.

Decipher Group's fee structure: The fee for the recruitment services of each individual role is 16% of the annual remuneration package.

Annual Remuneration Package: This includes base salary, anticipated commission earnings plus allowances, inducement payments and a minimum of \$15,000 (value in accordance with company policy) when a motor vehicle is provided, as agreed in writing with the Client before the assignment commences.

Minimum Recruitment Fee for Permanent Recruitment Services: Notwithstanding the fee calculations above, the minimum recruitment fee charged by Decipher Group for a full recruitment process assignment will be \$15,000 plus GST.

Where Decipher Group have provided an alternative process such as 'Light-Touch' or 'Attraction and Initial Assessment', the minimum fee will be set out in the proposal document but the payment terms outlined in this document remain the same.

Fixed Term employment or Contract: For the purpose of calculating the fee, these salaries (or hourly rates) will be pro-rated to reflect the actual full-time annual remuneration equivalent for the placed candidate. For contractors with no fixed termination date, there will be a minimum fee payable equivalent to three months of the full-time pro-rated remuneration which will be invoiced once agreement has been accepted by both parties. For contracts in excess of three months, further fees will be invoiced bi-monthly.

Advertising and Other Expenses: The Client agrees to pay all advertising costs as previously agreed by the Client. The Client also agrees to pay any other expenses, as previously advised by Decipher Group and approved by the Client, incurred during the course of an Assignment, including without limitation, psychometric testing, travel, accommodation, communications and other incidental costs. Expenses will be invoiced as they are incurred and payable by the Client within seven days of the invoice date.

Unbundled Services

Decipher Group provides selected services which as a whole form Recruitment Services. Should the Client wish for Decipher Group to perform one or more of these Unbundled Services, the fees will be determined by agreement and will be subject to the scope of the particular service.

These Unbundled Services include, but are not limited to the following:

1. **Position description:** In consultation with the Client, preparing a position description to take into account technical and non-technical competencies.
2. **Candidate engagement and screening.** Partnering with our client on a list of prospective candidates, from the initial candidate engagement through to placement.
3. **Advertising response management:** Preparing advertising, managing advertising responses (including an initial telephone screen of candidates) and providing CV's of candidates to Client.
4. **Short list of candidates:** Preparing advertising, screening and interviewing candidates, preparing full report on suitable candidates, producing short list to Client.
5. **Preparing interview questions:** In consultation with the Client, preparing targeted interview questions to enable objective review of shortlisted candidates against competencies (technical and non-technical) at interview.
6. **Attendance at Client interview** with candidates to facilitate the interview process.
7. **Reference checks:** In consultation with client, preparing probing reference checking questions and undertaking reference checks for specified candidates.

Liability

The Client acknowledges and agrees that except to the extent provided by law, Decipher Group does not make nor give any representations or warranties in relation to the Permanent Services, Unbundled Services or the Candidate.



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