

Terms of Business – New Zealand

For the Introduction of Locum, Permanent or Fixed Term Contract Staff ("Terms")



1. DEFINITIONS

1.1. In these Terms the following definitions apply:

- (a) **Agency** means Global Medics NZ Limited (registered company no. 3964318)
- (b) **Agency Worker** means any person, including a locum, who is an employee or contractor of the Agency and is supplied by the Agency to the Client for the purposes of a Contract Assignment;
- (c) **Candidate** means any person Introduced by the Agency to the Client for the purposes of a potential Engagement, including an Agency Worker;
- (d) **Client** means the person, firm, organisation or corporate body to which a Candidate is Introduced by the Agency under these Terms;
- (e) **Contract Assignment** means an Engagement where a Client contracts with the Agency for the Agency Worker (other than as an Employee or Contractor of the Client) to perform services for or on behalf of the Client ;
- (f) **Contractor** (in the context of an Engagement) means a Candidate who is Engaged by the Client as a contractor as opposed to as an Employee, and to avoid doubt, excludes an Agency Worker;
- (g) **Employee** (in the context of an Engagement) means a Candidate who is Engaged by the Client as an Employee and to avoid doubt, excludes an Agency Worker;
- (h) **Engagement** means the engagement, employment contracting or use (including but not limited to a Contract Assignment) of the Candidate by the Client, or by any third party to whom the Candidate has been Introduced by the Client, on a permanent or temporary basis, whether full-time or part-time, under a contract of service or for services and Engage, Engages and Engaged shall be construed accordingly;
- (i) **GST** means Goods and Services Tax;
- (j) **Introduction** means

i. the provision by the Agency to the Client (whether verbally or in writing or by digital or electronic or any other means)

of a curriculum vitae or information which identifies the Candidate;

- ii. the interview of a Candidate (in person, by telephone or by any other means) by the Client following the Client's instruction to the Agency to search for a Candidate; or
- iii. the provision of any services to the Client by the Candidate whether as an Employee or as a Contractor or as an Agency Worker (where, in the latter case, the Candidate is provided to the Client to enable the Agency to provide agreed services to the Client),

and **Introduces** and **Introduced** shall be construed accordingly;

- (k) **Total Annual Gross Remuneration** includes all remuneration payable on an annual basis to a Candidate who accepts an Engagement as an Employee or Contractor of the Client, such remuneration, depending on whether the Candidate is an Employee or Contractor, including (but not limited to) base salary, contract remuneration, guaranteed bonus, on-target earnings, overtime allowance or uplift, any other form of allowance, and compulsory employer contributions. Where an Engagement as an Employee or Contractor is for less than 12 months, Total Annual Gross Remuneration means the total gross remuneration payable to the Candidate (including but not limited to base salary, guaranteed bonus, on-target earnings, overtime allowance or uplift, any other form of allowance, and compulsory employer contributions), all projected on an annual basis.

1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine, and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect interpretation.

2. CONTRACT

2.1. These Terms constitute a contract between the Agency and the Client (each a **Party** and together the **Parties**) for the supply of Candidates and are deemed to be accepted by the Client upon first Introduction of any Candidate.

2.2. These Terms, together with any letter of engagement issued by the Agency in relation to a Candidate, contain the entire agreement between the Parties in relation to their subject matter and

prevail over any other terms of business put forward by the Client. These Terms may not be amended without the prior written consent of a director of the Agency and may only be amended in writing.

3. INTRODUCTION OF CANDIDATES FOR ENGAGEMENTS AS EMPLOYEES OR CONTRACTORS OF CLIENT

3.1. The Agency will use reasonable endeavour to introduce suitable Candidates in response to instructions provided by the Client.

3.2. Where the Agency Introduces a Candidate to the Client with a view to the Candidate being engaged directly by the Client as an Employee (whether permanent or temporary), all communication with the Candidate shall be through the Agency. The Client shall immediately notify the Agency of

(a) any interview offered to the Candidate by the Client or any interview requested by the Candidate with the Client;

(b) terms of any offer of Engagement made to the Candidate by the Client;

(c) the acceptance of an offer of Engagement by a Candidate; and

(d) the Total Annual Gross Remuneration agreed with a Candidate who accepts an Engagement, together with any documentary evidence as requested by the Agency.

3.3. 3.3A fee is payable in accordance with Part A of Schedule 1 where a Candidate is Engaged as an Employee or Contractor within twelve (12) months of an Introduction of that Candidate (and, for the avoidance of doubt, includes where a Candidate is initially rejected by the Client or where a Candidate initially rejects an offer of Engagement, but is subsequently Engaged).

3.4.

3.5. 3.4Fees are payable in respect of Introductions resulting in Engagements irrespective of whether the Client contends it is liable for fees to a third party in respect of the same Candidate under another contract.

3.6.

3.7. 3.5Where the Client Engages a Candidate as an Employee or Contractor

and within 12 months of the last date on which the Candidate completed an Engagement in relation to the Client, offers an Engagement to the Candidate as an Employee or Contractor and the offer is accepted by the Candidate and where the Client has directly or indirectly introduce or referred the candidate to a third part and the third party makes an offer of employment (whether permanent or temporary e.g. in the latter case, as a locum) or as a contractor which is accepted by the Candidate, the Client must pay to the Agency the fee set out in Schedule 1, Part C

the Engagement have been paid in accordance with these Terms;

any other terms of these Terms, the terms in Appendix Two shall prevail.

(b) will not apply:

- i. if the termination is a result of redundancy, merger, restructuring, change of management or job specification, or company relocation;
- ii. where the termination is a result of the Client checking the Candidate's references after the Candidate has commenced the Engagement; and/or
- iii. to permanent Engagements where the Candidate has previously been Engaged as an Agency Worker.

5.6 During each Contract Assignment, the Client shall:

- (a) reimburse all expenses agreed in advance by the Client incurred by an Agency Worker in performing a Contract Assignment to the Agency for payment to the Agency Worker;
- (b) be responsible for the direct care, control, supervision and management of the Agency Worker in the performance of each task for the Client, including satisfying itself as to the Agency Worker's suitability and qualifications to perform the relevant duties and ensuring compliance by the Agency Worker with all applicable laws and regulations. The Client acknowledges that the Agency does not have the obligation or the opportunity to supervise, direct, manage or control the manner, time or place of any Agency Worker's work. The Client acknowledges that the Agency's charges reflect this;
- (c) be responsible for the direct control of the conditions under which the Contract Assignment is performed, and the outcome of the Agency Worker's performance;
- (d) ensure that the Agency Worker is adequately covered by any insurance policy held by the Client in respect of the Client's business;
- (e) at all times discharge all statutory and common law duties which the Client may from time to time be subject in respect of the Agency Worker;
- (f) without limitation of clause 5.4(e), ensure the health and safety of the Agency Worker whilst at the Client's premises, and satisfy all its obligations to the Agency Worker under applicable workplace health and safety and discrimination legislation. This includes, but is not limited to, the following:
 - i. providing all necessary induction and other training and issuing all necessary policies, procedures and directions;
 - ii. immediately notifying the Agency of any workplace health and safety risks or discrimination or harassment issues relating to the Agency Worker;
 - iii. requiring the Agency Worker to perform only those tasks that the Agency Worker is skilled and trained to perform; and
 - iv. immediately notifying the Agency if there are any changes in the tasks

4. REPLACEMENT CANDIDATES FOR CANDIDATES ENGAGED AS EMPLOYEES OR CONTRACTORS OF CLIENT

4.1. Should a Candidate terminate their engagement as an Employee or Contractor of the Client or be dismissed or terminated by the Client for cause within 12 weeks of commencement of the Engagement, the Agency will use reasonable endeavours to find a suitable replacement Candidate.

4.2. If a suitable replacement Candidate cannot be found within 4 weeks from the date of written notification to the Agency of termination of the Engagement, a credit calculated in accordance with Schedule 1, Part D will be given by the Agency to the Client to be offset against future fees (if any) which may become payable by the Client to the Agency under these Terms (**Credit/s**).

4.3. No Credit will be payable if (a) the Client elects not to allow the Agency to find a replacement Candidate; or (b) if the Client independently advertises or otherwise finds a replacement Candidate without the assistance of the Agency; or (c) if the Candidate terminates the Engagement or is dismissed more than 12 weeks after commencement of the Engagement.

4.4. If a replacement Candidate is provided at a different Total Annual Gross Remuneration, an adjustment of the Introduction Fee will be made and invoiced accordingly.

4.5. For the avoidance of doubt, the provisions of this clause 4:

(a) will only apply:

- i. in relation to one replacement Candidate for the same Engagement; and/or
- ii. where the Agency's invoice/s relating to

5. PROVISION OF AGENCY WORKERS

5.1 The Agency will use reasonable endeavours to supply an Agency Worker to fulfil any order placed by the Client and confirmed by the Agency and will take reasonable steps to check that the Agency Worker is suitable to the Client's notified requirements. The Agency has no obligation to supply any particular named Agency Worker and shall not be liable for any failure to do so.

5.2 When placing an order the Client shall give the Agency full details of:

- (a) the intended duties of the Agency Worker;
- (b) any special skills, experience, training, qualifications, authorisations or legal requirements necessary for the placement;
- (c) such information as the Agency requires in relation to the health and safety risks at the proposed place of work for the Agency Worker including without limitation any risks to health and safety known to the Client, any steps that may have been taken to prevent or control such risks, and any health and safety information which the Client wishes to be passed on to the Agency Worker.

5.3 The Client shall not allow any Agency Worker to undertake any work other than that notified to the Agency by the Client in the order. If during the Contract Assignment the Client proposes a change to any of the above details, it will contact the Agency before making the change to confirm that the Agency Worker undertaking the Contract Assignment will meet those criteria. Any alteration to requirements that cannot be met by the same Agency Worker will be treated as a cancellation in accordance with clause 5.6.

5.4 The Agency shall pay all remuneration due to Agency Workers in relation to Contract Assignments, subject to deduction of all appropriate taxation required by the New Zealand Taxation Authorities and all other fees, levies or charges as may be required by law.

5.5 A fee is payable in accordance with Part B of Schedule 1 for the provision of a Candidate for each Contract Assignment unless the Candidate is from overseas. Where the Candidate is from overseas, the terms set out in Appendix Two apply are to be read in conjunction with the rest of these Terms (in so far as they are applicable) and where any terms set out in Appendix Two are inconsistent with

that the Agency Worker assigned to perform for the Client. (this paragraph does not limit the provisions of clause 5.3 in any way).

5.7 Where the Client wishes to cancel an Agency Worker's Engagement prior to the scheduled commencement of the Engagement, the Client must notify the Agency in sufficient time for the Agency to advise the Agency Worker of the cancellation. If any costs are incurred by the Agency Worker or the Agency in relation to (but not limited to) travel and accommodation prior to the cancellation, then the Agency will invoice the Client for those expenses and the Client must pay such invoice within seven (7) days of the date of the invoice. If the Client cancels a Contract Assignment less than two (2) hours prior to the agreed start time, the Client shall be liable to pay for the first four (4) hours of the cancelled shift at the agreed rate for that shift.

5.8 Where the Client makes an offer to an Agency Worker who is performing (or has performed at any time during the preceding twelve (12) months of the date of offer) a Contract Assignment for the Client:

- (a) of employment (whether permanent or temporary e.g. in the latter case, as a locum) or as a Contractor which is accepted by the Agency Worker, the Client must pay to the Agency the fee set out in Schedule 1, Part C;

5.9 Where the Client has directly or indirectly introduced or referred the Candidate to a third party and the third party makes an offer of employment (whether permanent or temporary e.g. in the latter case, as a locum) or as a Contractor which is accepted by the Candidate, the Client must pay to the Agency the fee set out in Schedule 1, Part C

6. FEES

6.1 The Client shall pay the fees set out in Schedule 1 and the Appendix in accordance with this clause 6.

6.2 All fees will be invoiced in accordance with this clause 6 and Schedule 1 and the Appendix and are payable by the Client within seven (7) days of invoice.

6.3 All fees are exclusive of GST which shall be payable in addition when invoiced in accordance with this clause 6.

6.4 The Client shall pay interest, if charged, on any amount owing and unpaid within the period for payment specified under these Terms, at a rate of 2.5% per month calculated on a daily basis from the due date of payment until payment in cleared funds.

6.5 The Agency reserves the right to vary their fees from time to time and will provide the Client with written notice of any such variation.

6.6 No rebate of any amounts payable under these Terms shall be permitted.

6.7 Where the Client instructs the Agency to arrange specific advertising, medical checks or any services other than supply of curriculum vitae, Candidate shortlists or Agency Workers, the Agency may invoice the Client for all costs associated with the additional services, whether or not the Client Engages the Candidate Introduced by the Agency and such invoices will be payable within fourteen (14) days of the date of the invoice. Any such third party services may only be cancelled where it is possible for the Agency to cancel and claim a full refund from the third party.

6.8 If the parties agree that any out-of-pocket expenses incurred by Candidates attending interviews on behalf of the Client are payable by the Client, the Client shall pay such expenses within fourteen (14) days of the date of an invoice issued by the Agency for the same.

6.9 Any expenses, disbursements and legal costs incurred by the Agency in enforcing these Terms shall be recoverable from the Client, including any reasonable solicitor's fees or debt collection agency fees.

7. CANDIDATES

7.1 The Agency:

- (a) shall exercise reasonable skill and care in the selection of Candidates, but will not be liable for the negligence, dishonesty, misconduct or lack of skill of any Candidate;
- (b) gives no warranty (except for warranties which cannot be excluded by law) either expressed or implied in respect of any Candidate Introduced and/or Engaged, and accepts no liability for any failure of a Candidate to perform or to comply with his/her terms of Engagement, or for any

loss, expense, damage or delay whatsoever arising from the Introduction of the Candidate to the Client or from his/her Engagement;

- (c) will use reasonable endeavours to check, but shall not be liable to the Client for ensuring, the accuracy of any Candidate's medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, circumstances in which previous employment has been terminated, criminal convictions, personal details, ability to work in New Zealand, visas, work permits, qualifications or education generally; and

- (d) makes no representations and gives no warranties (except as required by law) express or implied as to the suitability of a Candidate for a particular position. The offer of employment or Engagement to a Candidate, employment or Engagement of a Candidate and the consequences thereof following the Introduction of that Candidate by the Client are entirely at the Client's own risk. Without limiting any other provision of these Terms, in the event that any details of information supplied by a Candidate or by a third-party on behalf of a Candidate including, but without limitation to, past employers or personal referees, are found to be incorrect or misleading, the Agency shall have no liability for any loss, damage or cost which may thereby be occasioned by the Client.

7.2 The Client:

- (a) acknowledges and agrees that, to the fullest extent permitted by law and without limiting any other provision of these Terms, any advice, recommendation, information, assistance or service provided by the Agency in relation to the provision of Candidates and/or Agency Workers is provided without liability or responsibility on the part of the Agency;
- (b) is responsible for carrying out and/or organising medical examinations of Candidates and/or Agency Workers (if required);
- (c) is responsible for obtaining all necessary work or other permits in relation to Candidates and/or Agency Workers and any other licenses or approvals required by law; and
- (d) must satisfy itself as to the competence, qualifications and integrity of any Candidates and/or Agency Workers to which it makes an offer to Engage, and

to assess their suitability for the position;

- (e) will promptly notify the Agency in writing of any dissatisfaction with any Candidate.

8 SUBSEQUENT ENGAGEMENT WITHIN FIRST 12 MONTHS

- 8.1 Where a Client Engages a Candidate as an Employee or Contractor or accepts a Candidate as an Agency Worker, as a result of an Introduction, the Client will not, other than through the Agency, offer or provide to the Candidate within 12 months of the date on which the last Engagement expired any subsequent Engagement as an Employee or Contractor. If a Client breaches this provision, clauses 3.5 and 5.8 shall apply.

9 LIABILITY

- 9.1 To the full extent permitted by law, the Agency is not liable for any loss, damage, injury, costs or expense incurred by the Client or for any claims against the Client by any third-party (including, without limitation, a Candidate) as a result of:

- (a) Introductions or any failure or delay in Introducing Candidates;
- (b) any act or omission of, or failure or alleged failure of the Agency or its officers, employees or agents, to duly perform its obligations under these Terms;
- (c) the employment or Engagement of Candidates by the Client or the performance of services by Candidates for the Client; and/or
- (d) the personal injury or death of a Candidate or any other person however arising from, or related to, the performance by a Candidate of services for or an Engagement by the Client.

- 9.2 To the full extent permitted by law, the Agency is not liable for any loss, damage, injury, costs or expense incurred or suffered by the Client as a result of the acts or omissions of a Candidate in performing services for a Client whether willful, dishonest, reckless, negligent or otherwise, and whether or not occurring at the premises of the Client or at any other place where services are performed for the Client or where an Engagement is performed.

- 9.3 In no event shall the Agency be liable to the Client or any third party for any indirect or consequential loss (including without limitation for any loss of income or turnover or profit or goodwill).

- 9.4 The Client agrees that each Engagement represents an individual contract and that the Client shall have no right of set off or counterclaim between individual contracts. Any liability of the Agency to the Client in relation to an Engagement shall be limited to a sum not exceeding the sum paid to the Agency by the Client pursuant to Condition 5 in relation to that arrangement.

- 9.5 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out in these Conditions are reasonable and are reflected in the charges payable to the Agency. The Client shall accept risk and/or insure accordingly.

- 9.6 The exclusions and limitations set out these Conditions are also intended to be for the benefit of any enforceable by the Agency's officers, employees, and agents.

10 INDEMNITIES

- 10.1 The Client indemnifies the Agency on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:

- i. any Engagement or Contract Assignment;
- ii. any services performed by a Candidate for the Client or any third-party on behalf of or at the request or instruction of the Client, including (but not limited to) the termination of the Engagement or Contract Assignment;
- iii. any acts or omissions of the Client, including (but not limited to) misleading representations in relation to an Engagement, termination of an Engagement, any injury or loss suffered by a Candidate in connection with an Engagement, and/or any harassment or discrimination of a Candidate while Engaged;
- iv. the Client requiring or permitting a Candidate to perform any services or the part or whole of an Engagement at any location other than in New Zealand, including without limitation in relation to any injury, illness or loss is suffered by the Candidate while outside New Zealand (including while travelling to or from New Zealand), whether such injury, illness or loss occurred in the course of the performance of an Engagement or otherwise;
- v. the actions or omissions of the Client or the Client's officers, employees or agents, whether willful or negligent, and whether or not occurring at the Client's premises or any other place where the services are provided or the Engagement is performed;
- vi. any failure or alleged failure of the Client or the Client's officers, employees or agents to

duly perform its obligations under these Terms; and/or

- vii. the personal injury or death of a Candidate or any other person however arising from or related to an Engagement or the performance of services by the Candidate for a Client.

11 PRIVACY

- 11.1 The parties shall comply with the Privacy Act 1993 where it applies.

- 11.2 The Client consents, shall procure the consent of any of its directors, employees or agents of whom it provides information to the Agency, to allow the Agency to access, collect, retain and use any such information about the Client for the purpose of providing, and marketing, products and services to the Client.

- 11.3 All information in respect of a Candidate is confidential information imparted to the Client for the sole purpose of enabling the Client to determine if the Candidate is suitable for Engagement, or administration relating to the carrying out of a Contract Assignment, and shall not be used for any other purpose, or distributed, made known or otherwise published by the Client to any other person or persons without the Agency's prior written consent unless an employment contract is entered into between the Client and the relevant Candidate. If requested, the Client must return or delete from its electronic systems and devices any confidential information relating to a Candidate to the Agency.

12 AMENDMENT

- 12.1 The Agency reserves the right to vary, alter and/or supplement these Terms from time to time by giving written notice to the Client.

13 CANCELLATION

- 13.1 The Agency may, without any liability, and without any prejudice to any other right it may have in law or equity, by written notice terminate or suspend any Contract Assignment if the Client:

- (a) Is in material breach of any of these terms and, where the breach is capable of remedy, fails to remedy it within seven (7) days of written notice from the Agency to do so; or
- (b) fails to pay any amount owing under these Terms on the due date; or
- (c) the Client has been declared bankrupt, has been placed into liquidation, has had a receiver or administrator or statutory

manager appointed, or has made arrangements with its creditors. **15 MISCELLANEOUS**

13.2 Any cancellation or suspension under this clause 13 will not affect the Agency's claim for any money due at the time of cancellation or suspension or for damages for any breach of this contract or the Client's obligations to the Agency.

14 CONFIDENTIALITY

14.1 All information disclosed by one party to the other party relating to this Agreement shall be the confidential information of the disclosing party and the receiving party shall not without the prior written consent of the disclosing party:

- (a) use it other than for the performance of its obligations under these Terms; or
- (b) disclose it, whether directly or indirectly, to any third party (unless required by law).

Each party shall procure that its directors, officers, employees and agents comply with this clause 14.1

14.2 Without limitation of clause 14.1, the Client agrees that the Agency's fees are confidential and will not be disclosed to anyone, including Candidates, by the Client.

15.1 The Client may not assign all or any of its rights or obligations under these Terms without the Agency's prior written consent.

15.2 Failure by either Party to enforce any of the provisions of these Terms shall not be deemed to be a waiver of any of the rights or obligations that Party has under these Terms.

15.3 The complete or partial invalidity or unenforceability of any provision in these Terms for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

15.4 If the Agency is prevented from performing any of its obligations under these Terms due to any circumstances beyond its reasonable control ("Force Majeure Event"), the Agency shall not be liable to the Client and time for performance of the Agency's obligations shall be extended accordingly.

15.5 Both parties are in trade and contract out of the

provisions of the Consumer Guarantees Act 1993 (should they otherwise apply).

15.6 These Terms shall be governed by and construed in accordance with the laws of New Zealand, and the parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

15.7 These Terms may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or pdf copy of these Terms showing a representation of the signature of any party shall be deemed to be an original counterpart.

ACCEPTANCE BY CLIENT

Signed for and on behalf of:

.....
[insert name of Client] by the person named
(who declares he/she has appropriate authority):

Name (printed):

Signature:

Position:

Date:

SCHEDULE – FEES

A. FEE FOR DIRECT ENGAGEMENT BY CLIENT OF A CANDIDATE AS EMPLOYEE OR CONTRACTOR

1. RETAINER SEARCH

1.1 Where the parties have agreed that a search in relation to an Engagement of an Employee or Contractor shall be payable on a retainer basis, the Fee shall be as set out below. In the event that a retainer search is terminated, the Agency shall be entitled to invoice, and the Client shall pay, all fees due up to the date of termination:

Fee Description		Total Annual Gross Remuneration	Amount Payable to Agency
(a)	Fee for Retainer Search	\$0 to \$250,000	15% of the Total Annual Gross Remuneration + GST
		\$250,000.01 or greater	20% of the Total Annual Gross Remuneration + GST

1.2 The payment profile for a retainer search shall be as set out below.

	Instalment #	Invoice Date	Instalment Amount
(a)	1 st Instalment of Introduction Fee	On acceptance of the instruction by the Agency.	30% of total estimated Fee for Retainer Search
(b)	2 nd Instalment of Introduction Fee	On the earlier of: (i) the Agency's presentation to the Client of a Candidate short-list; or (ii) thirty (30) days after the Agency's acceptance of the instruction.	30% of total estimated Fee for Retainer Search
(c)	3 rd Instalment of Introduction Fee	On the earlier of: (i) the signature of a contract for an Engagement by the Candidate; (ii) the commencement of an Engagement by the Candidate; or (iii) where a written offer of Engagement has been made by the Client and accepted by the Candidate, but is subsequently withdrawn by the Client through no fault of the Candidate, immediately upon the withdrawal of the offer by the Client.	40% of total Fee for Retainer Search (adjusted to reflect accuracy of estimated fee as against Total Annual Gross Remuneration),

2. CONTINGENCY SEARCH

2.1 Where the parties have agreed that a search in relation to direct Engagement of a Candidate by the Client as an Employee or Contractor, shall be payable on a contingency basis, the Introduction Fee shall be 15% of the Total Annual Gross Remuneration + GST and shall be invoiced on the earlier of:

- (i) the signature of a contract for an Engagement by the Candidate;
- (ii) the commencement of an Engagement by the Candidate; or
- (iii) where a written offer of Engagement has been made by the Client and accepted by the Candidate, but is subsequently withdrawn by the Client through no fault of the Candidate, immediately upon the withdrawal of the offer by the Client.

B. FEE FOR ENGAGEMENT OF AN AGENCY WORKER

- 1.1 The fee for engagement of an Agency Worker shall be the percentage of the hourly or daily rate (as the case may be) set out in the Appendix hereto which shall be invoiced weekly in arrears for the actual number of hours/days (as applicable) worked by the Agency Worker for the Client in accordance with a signed timesheet approved by the Client or its representative.
- 1.2 Without limiting any other provision of these Terms, the Agency may vary this Fee immediately upon written notice at any time to reflect:
- (a) variations to any award or agreement applicable to persons who are, or could be, the Client's Contractors or temporary Employees; and/or
 - (b) changes to any statutory charges, levies, taxes, contributions, or other payments that the Agency is lawfully required to make or for which the Agency may become liable in respect of providing an Agency Worker under these Terms.

C. INTRODUCTION FEE FOR SUBSEQUENT ENGAGEMENT BY CLIENT OF AGENCY WORKER AS EMPLOYEE OR CONTRACTOR

- 1.1 The fee for subsequent Engagement by the Client of an Agency Worker as an Employee or Contractor shall be 15% of the Total Annual Gross Remuneration for the Engagement, to be invoiced following commencement of the Engagement. The Client shall disclose the Total Annual Gross Remuneration to the Agency in order to allow the Agency to calculate the Introduction Fee. (If the Agency requires, disclosure will be by way of a written declaration under oath by the Client or, if the Client is a corporation, by an officer of the client.) Where the Client fails to disclose the Total Annual Gross Remuneration to the Agency within 30 days of the commencement of the Engagement, the Introduction Fee shall be the hourly rate payable on the Agency Worker's last Contract Assignment for the Client x 38 x 48 x 15%. The Client agrees and acknowledges that this formula represents a Total Annual Gross Remuneration commensurate with the Agency Worker's pay prior to taking up the subsequent Engagement.
- 1.2 Where the Agency Worker's annual salary or annual remuneration under the subsequent Engagement is:
- a) not fixed; or
 - b) based upon a percentage of billings; then the fee shall be:
 - i. For a General Practitioner or hospital-based non-specialist: NZD\$20,000 plus GST; and
 - ii. For a Specialist: NZD\$30,000 plus GST.

D. CREDIT PAYABLE FOR ENGAGEMENT AS EMPLOYMENT OR CONTRACTOR OF CLIENT IN ACCORDANCE WITH CLAUSE 4

- 1.1 Where the Candidate is dismissed for cause within:
- a) the first 4 weeks of the Engagement, the Credit payable is 75% of the fee due under Part C above;
 - b) within 5 to 8 weeks of the Engagement, the Credit payable is 50% of the fee due under Part C above; and
 - c) within 9 to 12 weeks of the Engagement, the Credit payable is 25% of the fee due under Part C above.

APPENDIX (RELATES TO PART B)

FEE FOR ENGAGEMENT OF AN AGENCY WORKER (INCLUDING A LOCUM)

- 1.1 Global Medics will charge 15% of the doctor's hourly or daily rate (as the case may be) for any locum assignments.

PAYMENT OF EXPENSES - PROVISION OF ACCOMMODATION, VEHICLE, AND OTHER EQUIPMENT

The Client will pay to us (or the Doctor directly where we require it or this Schedule provides for it) all third party fees or costs that we or the Doctor has paid or that are required to be paid in connection with travel, accommodation and other agreed expenses will be invoiced at cost.