Terms of Trade

The Success Group agrees to perform the Services described in the Statement of Work for the Client, and the Client agrees to pay the Fees, on the terms set out in the general terms and conditions (General Terms).

The General Terms are available at http://successgrouphr.com. The Success Group may notify the Client in writing of any material amendments to the General Terms. Such amendments shall take effect no earlier than thirty (30) days from date of notification, unless otherwise agreed in writing by both parties.

STATEMENT OF WORK

1. Client:		
2. Services (Please tick one or more boxes to indicate which Services you require) (Refer clause 1.3 of the General Terms)	☐	LABOUR HIRE
	☐	PERMANENT RECRUITMENT
	☐	CONSTRUCTSAFE TESTING
	☐	WORKPLACE DRUG TESTING AND CORPORATE HEALTH CHECK
	☐	IMMIGRATION SUPPORT
	☐	HUMAN RESOURCES AND / OR HEALTH AND SAFETY SUPPORT AND ADVICE
3. Description of work: (Attach further pages if required) (Refer clause 1.2 of General Terms)		
4. Fees: (Refer clauses 1.2, 2 of the General Terms)	Temp hourly charge rates for a _____ will be between $ and $ excluding GST. (Any future staff supplied the rate will vary based on experience and position, etc) Charge-out rates are inclusive of all employment on-costs. Temporary staff transitioning to permanent employment fees will be negotiated as and when required. Permanent Positions: Local Placement will be calculated at 14% of candidate's annual salary International Placement will be calculated at 16% of candidate's annual salary Inclusive of the following: 3-month replacement guarantee, HR support on IEA, Visa submission and cost, Immigration consultant support, assisted Pastoral Care for 3 months (see expression of interest attached for further details) all prior screening, reference check, drug test. All candidates will be screened, drug tested, MOJ, ACC, and references completed. PPE is provided where needed for the temp hire candidates. Excl. boots All Temporary & International candidates will include Pastoral care (See Expression of Interest)	
5. Success Group contact details:	Consultant:	
	Ph number:	
6. Client contact details:	**Contact Person:**	
	Email:	
	Telephone:	

SIGNED on behalf of the Success Group

Signature	Name

DECLARATION: I confirm on behalf of the Client that I have had an opportunity to read the General Terms and this Statement of Work, and I accept them fully.

SIGNED on behalf of the Client by its duly authorised signatory:

Signature	Name

1. PROVISION OF SERVICES

1.1 The Success Group Limited (Success Group) offers a number of different services which the Client may wish to engage the Success Group to perform (Services).

1.2 The parties will agree on a statement of work (Statement of Work) detailing the Services that the Client has engaged the Success Group to perform. The Success Group shall perform the Services in accordance with the Statement of Work and these general terms and conditions (General Terms), and the Client shall pay the Success Group the fees in accordance with the Statement of Work (Fees).

1.3 The Client warrants that all information provided to the Success Group is accurate, complete, and truthful. The Success Group warrants that it will use reasonable care and skill in the provision of its services but does not guarantee the suitability of any candidate for the Client's requirements.

1.4 In addition to the General Terms, the following specific terms (Specific Terms) shall apply:

(a) Schedule 1 applies to Labour Hire and Recruitment Services.

(b) Schedule 2 applies to Constructsafe Testing Services.

(c) Schedule 3 applies to Methamphetamine Testing Services.

(d) Schedule 4 applies to Workplace Drug testing and Corporate Health Check Services.

(e) Schedule 5 applies to Immigration Support Services.

(f) Schedule 6 applies to Human Resources and/or Health and Safety support and advice.

1.5 In the event of a conflict, the Statement of Work shall prevail over the Specific Terms, and the Specific Terms shall prevail over the General Terms.

1.6 A Statement of Work may be completed in the form provided in this agreement, or in any other written format (for example, via an email exchange between parties).

1.7 Notwithstanding clauses 1.2 and 1.3, the General Terms and relevant Specific Terms will continue to apply for all Services provided by the Success Group to the Client, even if the parties fail to complete a Statement of Work.

1.8 Every time the Client uses the Success Group Services it will be deemed to be a reconfirmation of the Client's agreement to the General Terms and the relevant Specific Terms.

2. FEES AND PAYMENT

2.1 The Client will pay all Fees invoiced by the Success Group within seven (7) days of receipt of invoice on signing of IEA. Invoices shall be issued electronically unless otherwise agreed in writing.

2.2 The Fees may be reviewed and amended by the Success Group as notified to the Client from time to time.

2.3 If the Client fails to pay any amount due under this agreement, the Success Group may without prejudice to its other rights require the Client to pay interest on the amount due from the due date until the date of payment, at a rate equal to 5% above the current overdraft rate that the Success Group has with its principal banker (in addition to the Client remaining liable for the full amount outstanding).

2.4 Any expenses, disbursements and legal costs incurred by the Success Group in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitors' fees or debt collection agency fees.

2.5 All sums payable by the Client shall be made in full without set-off or counterclaim and, except to the extent required by law, free and clear of any deduction on account of tax or otherwise. A dispute, mediation, or arbitration, between the Success Group and the Client, does not entitle the Client to set off against, or withhold payment of, any money owed to the Success Group.

2.6 Unless specifically stated to the contrary in the Specific Terms or Statement of Work, the Services shall be performed on a Time and Materials Basis. The Client bears the risk of cost overruns and delays on work performed on a Time and Materials Basis.

2.7 In respect of Services performed by the Success Group on a time and materials basis, the Success Group shall report monthly to the Client the time charged and expenses incurred. Such reports are not in substitution for invoices.

2.8 All Fees noted in this agreement are GST exclusive unless stated otherwise and are in New Zealand Dollars.

2.9 If more than one person or entity is listed as the Client, each person or entity is jointly and severally liable for payment of all Fees and other charges.

2.10 The Client may dispute an invoice by providing written notice to the Success Group within ten (10) business days of receipt, specifying the reason for the dispute. The undisputed portion of the invoice shall remain payable within the original payment terms.

3. LIABILITY & LIMITATION

3.1 The Success Group would also like all clients to be aware that circumstances can change at short notice that are beyond the control of the Success Group, such as changes in governmental legislation and policy. To the maximum extent permitted by law, any and all liability and responsibility of the Success Group to you or any other person under this agreement is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. The Success Group's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

3.2 The Success Group shall not have any liability or responsibility to the Client for any loss which does not flow directly or naturally (i.e. in the ordinary course of things) from a breach of this agreement including, in each case consequential loss of business or profits or other loss. The Success Group shall only be liable for losses (excluding loss of business or profits) which flow directly or naturally from a breach of this agreement up to a maximum of the amount paid by the Client for the Services for the six-week period preceding the date of the event giving rise to the claim under this agreement.

3.3 Without limiting clause 3.1 in any way, under no circumstances shall the Success Group be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

3.4 The Client agrees to indemnify and hold harmless the Success Group from and against any and all claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with the Client's breach of this Agreement, negligence, or misconduct.

3.5 The Client shall maintain appropriate insurance coverage, including public liability and professional indemnity insurance, to cover any risks associated with the services provided under this Agreement. Evidence of such insurance shall be provided to the Success Group upon request.

4. INTELLECTUAL PROPERTY

4.1 Intellectual Property means all intellectual property and proprietary rights (whether registered or unregistered) owned by the Success Group prior to performance of the Services, developed by the Success Group in performance of the Services or developed by the Success Group outside of, or after, performance of the Services, and without limitation includes business names, trade or service marks, any right to have information (including confidential information) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, databases, know-how, logos, designs, design rights, copyright, manuals, protocols, procedures, manuscripts or documentary records, whether in print form or electronically and similar industrial or intellectual property rights.

4.2 All Success Group Intellectual Property will remain the property of the Success Group.

4.3 The Success Group grants to the Client a non-exclusive, royalty free licence to use the Success Group Intellectual Property for the purpose agreed to between the Client and the Success Group to the extent that it is needed for the enjoyment and benefit of the Services.

4.4 If this agreement is suspended or terminated by either party the Client shall cease to use the Supplier's Intellectual Property and the Client shall promptly return or securely destroy all confidential information and intellectual property belonging to the Success Group. The Client shall confirm in writing that such return or destruction has been completed within 14 days of termination.

4.5 The Success Group agrees to keep confidential all information relating to the Client or any client of the Client, which is at any time made available to the Success Group.

5. SUSPENSION AND TERMINATION

5.1 The Success Group may suspend its obligation to supply the Services if a dispute is raised in accordance with clause 8, until that dispute has been resolved, or if the Success Group has notified the Client that the Client breached this agreement, and the Client has failed to remedy that breach.

5.2 Either party may terminate this agreement by providing at least 3 months' written notice to the other. Termination for convenience shall not affect any accrued rights or obligations of the parties under this Agreement.

5.3 Either party may terminate this agreement immediately by written notice, if:

(a) the other party commits a breach of this agreement that is incapable of remedy.

(b) the other party fails to remedy a remediable breach within 30 days following written notice of that breach;

(c) liquidation, insolvency, or appointment of a receiver, statutory manager, or trustee occurs in respect of the other party.

6. FORCE MAJEURE

6.1 Either party may suspend its obligations in the event it is unable to perform due to war, riot, strike, natural or man-made disaster or other event of force majeure. Suspension shall be limited to the period during which such event continues

6.2 Where such suspension exceeds thirty (30) days, either party may terminate this agreement on written notice.

7. HEALTH AND SAFETY INCIDENT REPORTING

7.1 The Client and the Success Group shall promptly report and investigate any health and safety incidents occurring in connection with the Services.

7.2 The Client shall cooperate with the Success Group in implementing corrective actions and ensuring compliance with the Health and Safety at Work Act 2015, at all times.

8. DISPUTE RESOLUTION

8.1 Where a dispute arises out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation within 14 days of written notice of the dispute being provided by one party to the other, the parties must refer the dispute to mediation.

8.2 The mediation shall be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement or such other procedure as agreed by the parties. The mediation shall be conducted by an independent mediator agreed upon by the parties, or, failing agreement, the mediator shall be appointed by the Chair of the Resolution Institute of New Zealand or their nominee.

8.3 The parties shall share the costs of the mediation equally, but each party shall bear their own costs of preparing for and attending the mediation.

8.4 If the dispute is not resolved through mediation within 30 days of the mediator's appointment, either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996. While any dispute remains unresolved, the parties agree to continue performing their respective obligations under this Agreement to the extent that such performance is not directly affected by the dispute.

9. GENERAL

9.1 The Success Group may assign, transfer, novate, subcontract, or otherwise deal with any of its rights and obligations under these Terms and Conditions to any related company, successor, purchaser of the business, or other third party without the Client's consent, provided that such assignment does not materially reduce the Client's rights under these Terms and Conditions

9.2 This agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

9.3 No amendment to this agreement will be effective unless it is in writing and signed by both parties.

9.4 No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

9.5 Any provision of this agreement that is illegal, invalid, or unenforceable will be severed to the extent that it is illegal, invalid or unenforceable, with the remainder of the agreement continuing in full force.

9.6 The agreements, obligations and warranties contained in this agreement shall not merge on completion of the transactions contemplated by it but shall remain in full force until satisfied.

9.7 The parties acknowledge and agree that the Services provided under this Agreement are supplied and acquired in trade, and both parties are in trade for the purposes of section 43 of the Consumer Guarantees Act 1993 (CGA). Accordingly, to the maximum extent permitted by law, the provisions of the CGA do not apply to this Agreement. This exclusion is fair and reasonable in the context of the parties' respective trade activities and the nature of the Services provided.

9.8 This agreement may be executed in two or more counterparts, 7all of which together will be deemed to constitute one and the same agreement.

9.9 This agreement shall be governed and construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

9.10 "We" and "us" both refer to the Success Group. "You" and "your" both refer to the Client.

10. WARRANTY

10.1 Where the Client is a company, the person(s) signing this agreement on behalf of the Client personally warrant(s) that:

(a) That person or those persons have the power to enter into and have properly signed this agreement in accordance with the terms of the Companies Act 1993 and/or the Client's constitution.

(b) The Client will perform its obligations under this agreement.

11. CONFIDENTIAL INFORMATION

11.1 The Success Group will hold all information provided by the Client in strict confidence and will not divulge any such information except where required for directly performing the Services, permitted to do so by law, or where the Client expressly or impliedly authorises such disclosure.

11.2 Upon termination of this Agreement, the Client shall promptly return or securely destroy all confidential information and intellectual property belonging to Success Group. The Client shall confirm in writing that such return or destruction has been completed within 14 days of termination.

11. DATA PROTECTION AND PRIVACY CLAUSE

11.1 The Success Group and the Client agree to comply with the Privacy Act 2020 in relation to the collection, use, storage, and disclosure of personal information. The Client warrants that any personal information provided to the Success Group has been collected in compliance with the Privacy Act 2020.

12. CREDIT CHECK AND INFORMATION SHARING AUTHORISATION

12.1 The Client authorises the Success Group to conduct a credit check on the Client or any individual or entity associated with the Client as necessary to assess creditworthiness. The Client further consents to the Success Group sharing the Client's details, including but not limited to personal and financial information, with its insurance provider for the purposes of risk assessment and compliance with insurance requirements. The Client acknowledges that this authorisation is provided in accordance with the Privacy Act 1993 and any other applicable laws.

13. RESTRAINT OF TRADE CLAUSE

13.1 The Client agrees not to directly or indirectly solicit, engage, or employ any candidate introduced by the Success Group without the prior written consent of the Success Group (at its sole discretion) and payment of the applicable placement fee.

This restraint shall apply for a period of twelve (12) months from the date of the candidate's introduction.

14. MODERN SLAVERY

14.1 The Client and the Success Group shall ensure compliance with all applicable modern slavery laws and take reasonable steps to prevent modern slavery in their operations and supply chains.

SCHEDULE 1: LABOUR HIRE AND RECRUITMENT

1. BACKGROUND AND DEFINITIONS

1.1 This Schedule 1 applies in addition to the General Terms where the Client engages the Success Group to provide the services of a casual worker, or to assist with the recruitment of a permanent employee.

1.2 The term candidate refers to both casual workers, and permanent employees.

2. RATES AND PAYMENTS – CASUAL CANDIDATES

2.1 Casual candidates are paid by the Success Group only. The Success Group is responsible for the wages, annual leave, statutory holiday pay, KiwiSaver, ACC levies, bereavement leave, special leave and taxation of the casual candidates.

2.2 The fee for casual assignments is based on an hourly rate, charged for each hour that the candidate has worked for the Client, with a minimum charge of four (4) hours per day per candidate.

2.3 The Client will be invoiced weekly for work carried out by a casual candidate, pursuant to the weekly timesheet authorised by the Client (or pursuant to such other information provided by the Client where a timesheet has not been provided).

2.4 The rates for all casual assignments may vary according to the availability and skill sets of the appropriate candidate, general industry rates, and any external influences (including, but not limited to, general wage orders, legislation, fees, or levies). Rates will be recorded in the Statement of Work.

2.5 The candidate will only commence work once the rate has been agreed to by both the Success Group and the Client.

3. RATES AND PAYMENTS – PERMANENT CANDIDATES

3.1 Permanent candidates are paid by the Client only. The Client is responsible for the wages, annual leave, statutory holiday pay, KiwiSaver, ACC levies, bereavement leave, special leave, and taxation of the permanent candidates.

3.2 The placement fee (Placement Fee) for the engagement of a permanent candidate becomes payable the Client's offer and candidate's acceptance of employment and is a percentage of the full annual income package (Commencing Income), as recorded in the Statement of Work. If a Placement Fee is not recorded in the Statement of Work, it will be calculated as 18% of the Commencing Income.

3.3 Commencing Income is the summation of salary or wages, commissions, bonus, allowances, and all other forms of remuneration. When remuneration contains incentive rewards, the estimated annual income in the first year of service applies. Where a client vehicle is part of the package, it is valued at a nominal amount of up to $10,000 per annum.

3. The minimum fee chargeable for a permanent placement is $5,000 after 6 months.

4. STATUTORY HOLIDAYS

4.1 Notwithstanding clause 2.1, the Client (and not the Success Group) will be liable to pay for the Christmas and New Year statutory holidays if the candidate starts with the Client after 1 December, and is to return to the same assignment after the 2nd January.

4.2 In accordance with the Holidays Act 2003, (which reference includes any amendment, consolidation, re-enactment or replacement of that Act from time to time), candidates required to work on statutory holidays must be paid time and a half for the time worked, and also be paid a day in lieu. These extra penal rates will be passed on to the Client but will be at cost only.

5. CONTINUED EMPLOYMENT

5.1 All casual candidates are under contract and employed by the Success Group. If any candidate is employed in any capacity by the Client, or by any other person or entity following a referral or introduction by the Client, within twelve months of referral by the Success Group, and/or negotiations between the Success Group and the Client, the Client will pay a Placement Fee to the Success Group calculated in accordance with clause 3.2.

5.2 No casual candidate can transfer to the Client's employment unless the Client's account with the Success Group is paid in full, including payment of the Placement Fee (if required by clause 5.1).

6. CANCELLATION

6.1 Any cancellation of an assignment by the Client must be advisd to the Success Group (not the candidate) as soon as possible. Notification to the candidate on the assignment is not notice of cancellation to the Success Group.

6.2 If less than twelve hour's notice of cancellation of a casual assignment is given, the Client will pay the Success Group a fee equal to four (4) hours at the agreed hourly rate.

6.3 If the Client cancels a permanent placement request before the role has been filled and more than three weeks after the work has been requested, the Client will pay the Success group their reasonable costs incurred for work carried out by the Success Group which will be a minimum charge of $750.00 plus GST plus any advertising costs that have been incurred for the role.

7. SUBSTITUTION

7.1 The Success group, at its sole discretion may substitute one candidate for another on any casual assignment.

8. GUARANTEE

8.1 If a casual candidate is found to be unsatisfactory by the Client within four (4) hours of the start of their assignment and the Success Group is informed within that time, then no charges will be incurred by the Client in respect of that candidate.

8.2 If a candidate in a permanent placement is found to be unsatisfactory by the Client and ceases to be employed by the Client within three months of the start of their assignment and the Success Group is informed within that time, then the Success Group undertakes to replace the candidate. When a replacement is made the original fee will be credited and a new invoice issued, based on the same fee structure. If a replacement is not required or if a suitable replacement cannot be found within a reasonable period, the Success group will issue a credit, to be offset against future fees, calculated as follows:

(a) 75% of the fee for termination in the first month

(b) 50% of the fee for termination in the second month

(c) 25% of the fee for termination in the third month.

8.3 The replacement guarantee applies only if the full fee has been paid within 14 days of the candidate's commencement. However, it does not apply when redundancy, merger, takeover, company closure, relocation, restructuring, change of job specification or employment contract or change of management affects the appointment. The guarantee will not apply beyond one replacement. If the guarantee is invalidated the Client will not be entitled to receive replacement candidates and the fee will remain due.

9. LIABILITY

9.1 The Success Group makes every effort to ensure that the candidate provided has the skills and ability required for the assignment. Notwithstanding this, the Client will:

(a) Supervise, direct and control the candidate while on assignment.

(b) Be responsible for all acts and omissions of the candidate.

9.2 If a casual candidate is put forward by the Success Group to the Client for a permanent role, the Cline has absolute discretion and liability as to the employment of that candidate.

9.3 The Success Group will ensure that all candidates supplied for an assignment will be familiar with the type of work that they are required to perform. They will also be advised of the general nature of any dangers relating to the work environment they are being placed into. The Client will have the final responsibility of determining the fitness for purpose of the candidate.

9.4 The Success Group will not be liable for any loss, damage or expense suffered by the Client or any third party from the acts of omissions of a candidate.

9.5 The Client indemnifies the Success Group against any loss, damage or expense suffered by the Success Group arising from any act of omission of a candidate on assignment to the Client.

9.6 The provision of this clause 9 shall continue to bind the parties and their successors after any assignment or placement has ended.

9.7 The Success Group will use all reasonable endeavours to source and locate candidates to meet the needs of the Client however the Success Group shall not be liable for any issues or damages to the Client if the Success Group cannot or do not supply any such candidates.

10. WORKPLACE HEALTH AND SAFETY

10.1 The Client will provide the Success Group with a full and complete job description of the duties that the candidate will be required to perform and will ensure that the candidate

read and understood all policies that the Client has in place before the casual worker begins work on site.

10.2 The Success Group and the Client (each as a PCBU under the Health and Safety at Work Act 2015 (HSWA)) acknowledge they each have responsibilities for the safety and health of casual candidates, including the duty to eliminate or minimise risks to health and safety (as the case may be) so far as is reasonably practicable and an obligation to consult, cooperate and co-ordinate with each other in respect of that duty. The Client acknowledges that:

(a) The Client manages and/or controls the place of work of the candidate, and that the Success Group does not.

(b) If there is a prosecution under the HSWA, the Client may be liable for any penalties, as well as the Success Group, as determined by that prosecution.

(c) The Client warrants that it will comply with these duties under the HSWA and any regulations made under it, including the duty to consult, co-operate and co-ordinate activities with the Success Group where the parties have the same duty. In particular (and without limitation) the Client warrants that:

(i) They have a health and safety policy and plan in place and will always supply the candidate with a safe workplace.

(ii) They shall have an effective risk assessment and control process in place and will make those available to the Success Group upon request.

(iii) They will advise the Success Group of any required Health & Safety training/induction so that the Success Group can ensure the candidate attends.

(iv) They will provide the candidate with appropriate supervision to ensure the safe completion of each assignment.

(v) They will consult, co-operate and co-ordinate with the Success Group when managing all Health & Safety matters where a candidate is on the worksite.

(vi) If the client is supplying the candidate with any tools or equipment, this must be appropriate for the task and the safe completion of each assignment.

(vii) They will ensure all incidents/near hits involving the worker are reported to the Success Group immediately and will co-operate with any investigation the Success Group undertakes in respect of the incident/near hit. Where practicable the Client will assist in the return to work of the candidate.

(viii) They will allow a Success Group representative on site to assess specific site conditions in relation to Health and Safety and to assist in the appropriate selection of candidates for the assignment.

10.3 If a casual candidate is injured while working for the Client, the Success Group will be liable for the first five (5) days ACC payments to the candidate. The Client will be liable for the balance.

11. GENERAL

11.1 The candidate is not covered for any loss or damage under the Success Group's insurance policy. The Client undertakes to ensure that the candidate is adequately insured against any liability to third parties arising out of the candidate's acts or omissions while on an assignment

11.2 The candidate shall not be required to use his or her own vehicle during an assignment.

11.3 Advertising for any placement will not be commissioned by the Success Group until discussed and agreed to by the Client. All advertising costs will be paid for by the Client.

12. TESTING AND REFERENCE CHECKING

12.1 Testing and reference checking of candidates is carried out by the Success Group as standard procedure for a candidate registering with the Success Group.

12.2 The Success Group will use its best endeavours to make known to the Client the candidate's employment records, qualifications and salary requirements as accurately and objectively as possible. The Success Group shall not be liable for any inaccuracies or misinterpretations, or untrue statement made by the candidate.

12.3 Except where expressly precluded by the candidate or operations of law the Success Group will not withhold from the Client any information known to it concerning the candidate which may adversely affect the Client.

SCHEDULE 2: CONSTRUCTSAFE TESTING

1. BACKGROUND

1.1 This Schedule 2 applies in addition to the General Terms where the Client engages the Success Group to provide the services of Constructsafe Testing.

2. CONSTRUCTSAFE

2.1 Constructsafe is a government owned and operated organisation, comprising of representatives from the construction industry, from ACC, and from Worksafe.

2.2 The Success Group offers Constructsafe testing, which is a computer-based assessment of the Health and Safety knowledge of the candidate at the time that they carry out the test. It comprises of a database of 300 questions, with a random selection of 50 questions is presented to the candidate when they start their test.

3. CONSTRUCTSAFE TESTING

3.1 Constructsafe testing can be undertaken at either the Success Group or Client premises. If it is undertaken at the Clients premises, it is the responsibility of the Client to ensure that there is sufficient broadband capacity.

3.2 Constructsafe testing is completed under the following conditions:

(a) All assessment will be completed on computers supplied by the Success Group.

(b) The candidate must have no outside input at all. Phones must be turned off, no paperwork can be brought into the assessment, and no talking is allowed.

(c) The candidate will have the opportunity to review their answers before submitting the test to Construct safe but will not receive any guidance on the answers that they have given. On completion, the result is emailed directly to Constructsafe.

(d) The candidate must wear headphones. Questions are spoken as well as written, so that literacy issues are minimised. Questions will be read aloud to the candidate if required.

(e) An 86% pass rate is required for all tests (including re-sits). If the first test is failed, the candidate can sit a second test immediately. A surcharge may apply for the second test.

(f) If the second test is failed, a full fee is then applicable for the third test, and if needed, a surcharge may apply for the fourth test.

(g) The Success Group has no ability to influence the results and is not able to change the candidate scores.

(h) The Success Group's sole responsibility is to register, monitor, and supervise the assessment. No training or advice is to be given.

3.3 The Success Group accepts no liability for any non-performance of the candidates, or failure to pass by any of them.

4. CONSTRUCTSAFE TRAINING

4.1 The Success Group does offer a separate training program that can be delivered independently of the Constructsafe assessment service, if required by the Client. There is no guarantee that all candidate who completes such training will pass a Construct safe assessment.

SUCCESS GROUP

Company Application

Credit Application & Terms of Trade Acknowledgement

Please complete all sections in block capitals or type directly into the boxes.

1. Company Details

Trading Name	
Business Number	
Nature of Business	
Type of Business	☐ Ltd Company ☐ Partnership ☐ Sole Trader ☐ Limited Liability Company
Registered Company Name	
Registered Company Address	
Solicitor	

2. Registration Numbers

NZBN: 13-digit New Zealand Business Number, one digit per box (starts with 94 for most NZ businesses).

NZBN													

NZ Company Number		GST Number	

3. Partnership, Individual, Sole Trade, Directors in case of Companies

Full Name 1			
Date of Birth	DD / MM / YYYY	Phone	
Address			
Full Name 2			
Date of Birth	DD / MM / YYYY	Phone	
Address			

4. Contact Details

Postal Address			
Delivery Address			
Telephone Number	( )	Residential	( )
Fax	( )	Mobile	( )
Email			
Invoices emailed	☐ Yes ☐ No	Statement emailed	☐ Yes ☐ No
Account Contact Name		Account Contact Phone	
Account Contact Email			
Credit Limit Requested		Years Trading	
Accountant Name			
Accountant Address		Accountant Phone	
Bank Name		Bank Branch	

5. Trade Credit References

Please state three established credit accounts excluding Financial Institutions, Govt Depts, Utility and Insurance Co's.

#	Name	Town	Phone
1			
2			
3			

6. Declaration

a) I/we authorize any person or company to provide you with such information as you require in response to your credit enquiries. I/we authorize you to furnish any third-party details of this application, and any subsequent dealings that I/we may have with you as a result of this application being actioned by you.

b) The Customer acknowledges that they have read, understood, and agree to all provisions of this Credit Application and the terms and conditions upon which credit is to be provided. By signing this application, the Customer accepts full responsibility for all obligations arising under this Agreement, including any approved variations or amendments, and agrees to comply with all payment terms and conditions. The Customer further acknowledges that credit is granted based on the information provided in this application and agrees to remain liable for all amounts owing under this Agreement until such amounts have been paid in full.

c) ☐ I acknowledge that I have read and will abide by The Success Group Ltd terms and conditions of trading as provided and set out on their website.