

Estimate/ Agreement for Provision of Services

Date:

To: Client Name:
Address:
Phone:
Email:
Contract ref:

From:
 Pharmacy Recruit Limited (PRL)
 Discombe Road, Tamahere 3283

Phone: 021 164 7638
Email: info@pharmacyrecruit.co.nz

GST No. 087-945-014
Bank account: 12-3225-0002289-00
Estimated/ Agreement No: 0072

We have pleasure in submitting the following estimate of costs/ provision of services for your requirements

	Description of Services	Standard	Non-Standard	Week	Day	Term	Total
	Technician Locum	\$40 per day booking fee					
	Pharmacist Locum	\$40 per day booking fee					
				Sub Total			
Continue on next page if necessary				Plus, GST			
				TOTAL			\$

Proposed Start Date: As soon as can be obtained
Please note Terms and Conditions below this form

Signed for and on behalf of the Client <i>I have read, understood and agree with and accept proposal/estimate detail and content</i>		
Name:		Date:
Signature:		
Signed for and on behalf of Pharmacy Recruit Limited		
Name:		Date:
Signature:		

ACCEPTANCE AND CONFIRMATION FOR SERVICES TO PROCEED TERMS OF TRADE AND *TERMS OF PERSONAL GUARANTEE.*

Please return signed form to Pharmacy Recruit Limited as Confirmation for services to proceed.

NOTE: Acceptance shall include signature on this form, or an instruction in writing from the client.

*In consideration of your allowing me/us/the applicant to use your services on credit, we instruct **Pharmacy Recruit Limited** (“PRL”) to undertake the services above and agree to your terms and conditions of trade (see reverse and on the PRL website). I/we declare:*

1. We agree to personally guarantee the applicants obligations to the company and I/ we fully indemnify the company in respect of any loss suffered by PRL as result of the client’s default both as to guarantee and indemnity.
2. We have read and agree to the Privacy Act provisions in the attached terms and conditions and agree that such terms and conditions may be altered at any time by the company and that credit may be reviewed or terminated by the company at any time and I/ we agree to personally guarantee the applicant’s obligations to the company from time to time and I/we fully indemnify the company in respect of any loss suffered by the company as a result of the applicant’s default both as to guarantee and indemnity in terms of this document and the terms and conditions; and
3. I/We acknowledge that I/we have been advised to take independent legal advice as to the implications of clause 2 of this declaration

Signed by applicant (or partners of a partnership or trustees of a trust and all directors if a company):

Signature
Customer

Full name

Capacity (if applicable)

Date

In the presence of:

Witness name

Occupation

Address

TERMS AND CONDITIONS OF PROVISION OF SERVICES

PHARMACY RECRUIT LIMITED ("PRL") will provide the Client with the services in accordance with these Terms and Conditions.

1. PROVISION OF SERVICES

- 1.1 PRL shall provide its services at the earliest practicable time after commencement of this Agreement or such time as the parties agree in writing.
- 1.2 The time agreed for delivery of the services shall not be an essential term of this contract unless the parties agree in writing.

2. TERM AND COSTS

- 2.1 The parties agree that the term of the agreement (the term) will be as per the estimated/ agreed length of time but the term may be extended by agreement between the parties on one weeks' notice in writing to PRL.

3. PRICE

- 3.1 There are two price ranges: standard and nonstandard, which applies where services are required for some days exclusively and or public holidays as defined in the relevant statues including Christmas/ New Year's Day/ Easter. In such cases there will be a nonstandard override as set out in the estimate.
- 3.2 The agreed price is set out in the estimate/ agreement.

4. PAYMENT

- 4.1 Payment is due (*seven days from invoice issue date*): an example such as for services on a weekly basis on the Saturday of each week of the term or as otherwise expressly agreed by PRL in writing prior to the start of the provision of services.

5. DEFAULT

- 5.1 If payment in full of any amount owing ("the amount owing") under this contract is not made on the due date or the Client breaches any other terms of the contract PRL may in addition to and without prejudice to its other rights:
 - (a) Suspend services or withdraw from or suspend a contract until all outstanding monies are paid or the breach is rectified;
 - (b) Where payments are not made on due date, charge and the Client must pay interest at the amount of 10% per year calculated on a daily basis from the due date until the indebtedness is paid in full;
 - (c) Recover from the Client any loss or cost including costs of collection or enforcement of PRL's rights and full legal costs;

6. LIABILITY

- 6.1 All terms, conditions, warranties, guarantees, undertakings and representations either expressed or implied by law, statutory or otherwise, relating to the provisions of services by PRL are excluded to the fullest extent permitted by law (other than those which are implied by law and cannot be excluded in which case the liability of PRL shall, if it is not able to be excluded, apply to the minimum extent required by the relevant statute) so that the only conditions, warranties and guarantees which apply to this agreement are those expressly set out in this Agreement.
- 6.2 PRL will not be responsible for any loss or damage to the Client or others (including loss of income, loss of profit, or consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the services to the Client or others and the Client shall indemnify PRL and as a continuing indemnity against all claims and loss of any kind whatsoever however caused or arising.
- 6.3 Consumer Guarantees Act: The provisions of the Consumer Guarantees Act apply only to the extent to which the services are of a kind or ordinarily acquired for personal, domestic or household use except to the extent that the Client is acquiring the services or holds him, her or itself out as acquiring the services for business purposes (in which case the provisions of the Act are excluded).
- 6.4 In particular, except to the extent that the Consumer Guarantees Act 1993 applies and cannot lawfully be excluded, PRL has made no condition, warranty, or guarantee about:
 - (a) The quality or suitability of the services.
- 6.5 In any case (if applicable) the maximum liability of PRL shall not exceed three (3) times the invoiced amount.

7. **FORCE MAJEURE**
 - 7.1 PRL is not liable for any failure or delay in performing an obligation herein if this failure or delay is due to a cause reasonably beyond the control of PRL such as illness of a service provider and inability for PRL to supply a replacement.

8. **DISPUTED AMOUNTS**
 - 8.1 *In the event that an invoice is disputed by the client, the client will pay the invoice as usual and the provisions herein as to the dispute resolution procedure will apply.*

9. **DISPUTE RESOLUTION**
 - 9.1 *The parties shall meet and discuss in good faith any dispute between them arising out of this agreement.*
 - 9.2 *If the matter is not resolved between themselves within (seven working days) the parties shall refer the matter to mediation.*

10. **PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**
 - 10.1 *If the Client is a company or trust, at the request of PRL, the director(s) or trustee(s) signing this contract, in consideration for PRL agreeing to supply goods and services and grant credit to the Client at their request and agreeing for a period of one day not to sue the Client, sign this contract in their personal and representative capacity and jointly and severally personally guarantee and undertake as principal debtors to PRL the payment of any and all monies now or hereafter owed by the Client to PRL in respect of goods and services supplied by PRL to the Client.*
 - 10.2 *This guarantee and indemnity is a continuing guarantee and shall remain in full force and effect irrespective of any intervening payment or any other matter thing whatsoever until PRL shall grant a written release of each guarantor from liability under this guarantee.*
 - 10.3 *Each guarantor acknowledges that this guarantee and indemnity is intended to confer benefits on and to be enforced by PRL pursuant to the Contracts Enforcements (Privity) Act 1982.*
 - 10.4 *Each guarantor agrees not to compete in any way for payment from the client in the event of the bankruptcy or liquidation of the Client.*