

SAFEMETRICS

Safety Partner Programme

Contract for Services and Licence Agreement

Key Terms

1. Parties

This Agreement is between:

Safemetric Limited

Trading as: Safemetrics

NZBN: 9429053854186

Registered address: PO Box 28, Palmerston North Central, Palmerston North 4440

Service address: PO Box 28, Palmerston North Central, Palmerston North 4440

Phone: 021 0877 3421

Email: enquiry@safemetrics.co.nz

Accounts email: enquiry@safemetrics.co.nz

and

The Client

Business name	
NZBN	
Trading name	
Address	
Director / owner contact	
Director / owner phone	
Director / owner email	
Additional contact	
Additional phone	
Additional email	

2. Safety Partner Programme

The Client acknowledges and agrees that this Agreement covers the combined Safety Partner documentation review, production, implementation and ongoing support service delivered by Safemetric Limited trading as Safemetrics.

The Safety Partner programme is available in three service levels.

Please select one package:

Select	Programme level	Included support	Deposit	Remaining annual balance	Total first-year amount
☐	Safety Partner Core	Up to 10 hours of support per annum	\$1,000	\$3,780 + GST	\$4,780, plus applicable GST
☐	Safety Partner Plus	Up to 15 hours of support per annum, plus 1 office/site audit per year	\$1,000	\$4,980 + GST	\$5,980, plus applicable GST
☐	Safety Partner Pro	Up to 25 hours of support per annum, plus 2 office/site audits per year	\$1,500	\$7,380 + GST	\$8,880, plus applicable GST

The deposit is payable on signing.

The deposit is not subject to GST at the time it is received. GST is triggered only when the deposit is applied toward the final bill for work done, or if the Client defaults and Safemetrics lawfully forfeits or retains the deposit as payment or compensation.

The remaining annual balance is payable on first invoice, after onboarding, and before delivery of documentation.

All listed fees, charges and rates are plus GST unless expressly stated otherwise.

The Initial Contract Period is 12 months.

All Safety Partner levels include the initial review, development and implementation of health and safety documentation, together with ongoing proactive support for one year and advisory access for the duration of the Term.

The Safety Partner Plus level includes 1 office/site audit per year.

The Safety Partner Pro level includes 2 office/site audits per year.

Included audits cover a maximum of 2 sites. Additional sites are charged at \$150 per hour plus GST, subject to reasonable scheduling and pre-approved travel and disbursement costs.

3. Documentation Review, Production and Implementation

This component is included under this Agreement and forms part of the combined Safety Partner service and onboarding process.

Safemetrics will:

1. Review the Client's existing health and safety management framework, including current policies, procedures and forms.
2. Identify any gaps against applicable legislative and industry standards.
3. Prepare and deliver tailored documentation, policies and supporting tools to address those gaps.
4. Conduct a delivery session, either in person or online, to brief the Client on the materials and explain implementation requirements.

Where applicable, deliverables, provisional audit dates and timelines will be confirmed during onboarding.

All documentation supplied by Safemetrics remains licensed for the Client's use only during the Term of this Agreement.

4. Ongoing Support Service

During the Contract Period, the Client will have access to ongoing proactive support as described below when using the support hours included in the selected Safety Partner level.

The ongoing support service may include:

5. Updates to health and safety documentation in response to relevant legislative changes or significant incidents.

6. Helpline access Monday to Friday, 9:00am to 5:00pm, via telephone or email for general advice and guidance.
7. Assistance with correspondence and documentation related to managing health and safety matters or responding to WorkSafe enquiries, improvement notices or incidents.
8. Scheduled face-to-face or virtual sessions, with at least 48 business hours' notice and subject to availability, to discuss progress, review systems, or plan audits and improvements.

Support within included hours is recorded in 15-minute blocks.

Support hours are tracked and reported to the Client on request only.

Unused annual support hours expire at the end of each 12-month term and do not roll over.

Unused annual audit entitlements expire at the end of each 12-month term and do not roll over.

5. Out-of-Hours Support

Out-of-hours support may be available during the following times, subject to consultant availability:

9. Monday to Friday, 5:00pm to 9:00pm.
10. Saturday and Sunday, 9:00am to 5:00pm.

Out-of-hours support is not guaranteed and no immediate response time is guaranteed.

Out-of-hours support is charged at \$180 per hour plus GST.

A minimum charge of \$25 plus GST applies and covers the first 8 minutes.

After the first 8 minutes, out-of-hours support is charged at \$3 plus GST per minute, billed to the exact minute.

6. Additional Support Hours

Additional support hours may be purchased and added to the Agreement's remaining term or paid outright as the Client considers necessary.

Additional support hours are subject to a minimum purchase of 15 hours.

Additional support hours are charged at \$150 per hour plus GST.

Additional support hours expire at the end of the current Term and do not roll over into any renewed term.

7. Audits, Travel and Disbursements

Where a Safety Partner package includes office/site audits, those audits will be scheduled by agreement between the parties.

Included audits cover a maximum of 2 sites.

Additional sites are charged at \$150 per hour plus GST.

Travel, accommodation, mileage, parking and other site-visit costs are charged separately at cost and must be pre-approved by the Client before being incurred.

Mileage is charged at the applicable Inland Revenue mileage rate.

If the Client cancels a booked audit, a cancellation fee of \$450 plus GST applies.

Rescheduling is free where reasonable notice is given.

8. Service Fee and Payment Schedule

All charges, including the deposit, annual balance, monthly fee, service fee, additional support, out-of-hours support, travel, disbursements and other approved charges, will be invoiced as applicable.

Invoices are payable within 14 days of the invoice date.

Bank account and payment method details will be provided on the invoice.

The Client may elect one of the following payment options in line with the selected Safety Partner level:

Payment option	Description
Annual upfront payment	Deposit payable on signing. Remaining annual balance payable on first invoice, after onboarding, and before documentation delivery.
Deposit plus monthly instalments	Deposit payable on signing. The remaining fee is spread over 12 equal monthly instalments, plus a \$15 service fee and GST.

The \$15 monthly service fee applies to both annual upfront and instalment payment arrangements.

Failure by the Client to provide a purchase order does not delay the Client's payment obligations. Invoices remain payable within 14 days.

No refunds apply for hours used or unused, audits used or unused, or payments made in advance, except where required by law.

9. Package Upgrades and Downgrades

The Client may upgrade from Safety Partner Core to Safety Partner Plus or Safety Partner Pro during the Term.

The Client may upgrade from Safety Partner Plus to Safety Partner Pro during the Term.

Upgrade pricing applies from the next invoice date.

The Client may not downgrade during the Term.

Any downgrade request will only be considered at renewal.

10. Automatic Renewal

After the Initial Contract Period, this Agreement will automatically renew for successive 12-month terms unless cancelled in accordance with this Agreement.

Renewal will be at the then-current package price after notice has been given to the Client.

Safemetrics will send the Client an email reminder of the automatic renewal at least 90 days before the end of the relevant Term and will advise the Client of any changes to fees that may apply.

If the Client does not wish for this Agreement to automatically renew, the Client must give Safemetrics notice at least one month before the end of the relevant Term.

Cancellation or non-renewal notice must be sent by email and must:

11. Be sent by the Client's director, owner, sole trader or equivalent decision-maker.
12. Use the Client's full company branding.
13. Include full contact details, including phone number.
14. Be sent to enquiry@safemetrics.co.nz.

Safemetrics may reject cancellation or non-renewal notices sent by staff, managers or unauthorised representatives.

HR Partner Referral

We partner with FixHR to provide a full people support service to our clients, covering employment agreements, performance and disciplinary processes, restructuring, recruitment support and general HR advice.

Let us know below if you would like to take advantage of a free, no-obligation review of your HR.

Yes, please connect me to the FixHR team for my free review.

No, I'm good with my HR for now, but I'll keep it in mind for the future.

FixHR provides outsourced Human Resources support and tailored compliance solutions for small-to-medium businesses. They guide employers through the entire employee lifecycle, handling everyday essentials like recruitment, onboarding, staff management, and lawful exits. Their structured service pathways range from ongoing baseline protection in their Core HR tier to proactive management coaching in The Partner Lane. Additionally, they provide fractional leadership through Exec HR and fixed-fee support for complex situations like restructures or workplace investigations via The Project Lane. Ultimately, their flexible consulting options are designed to reduce legal risks and build healthy, compliant workplaces.

11. Early Termination

Early termination within the Initial Contract Period will trigger an early termination settlement equal to the discounted balance of remaining instalments for the Initial Contract Period.

The Client may terminate this Agreement at any time by giving prior written notice to Safemetrics, provided that all payments due under this Agreement have been made, including:

15. The remaining balance of the Total Fee.
16. Payment for any unpaid hours used by the Client.
17. Payment for any approved travel, disbursements, audit cancellation fees, out-of-hours support or additional support.
18. Any other amounts payable under this Agreement.

If this Agreement is terminated early, the Client will not be entitled to a refund for any hours used or unused, audits used or unused, or payments made in advance.

12. Agreement Confirmation

By signing this Agreement, the Client confirms that:

19. It has read and understood this Contract for Services and Licence Agreement, including the Key Terms and Standard Terms and Conditions.
20. The person signing for the Client is a director, owner, sole trader or equivalent decision-maker.
21. A general authorised manager is not authorised to sign this Agreement unless Safemetrics agrees otherwise in writing.

Signed for and on behalf of the Client:

Signature

Name

Position

Date

Signed for and on behalf of Safemetric Limited trading as Safemetrics:

Signature

Name: J. A. MacDonald

Position: Director

Date

Standard Terms and Conditions

1. Definitions

In this Agreement:

Agreement means these Standard Terms and Conditions, the Key Terms set out above, and any schedules or documents attached to this Agreement.

Client, you or your means the Client, its directors, officers, employees, agents and any person acting on behalf of and with the authority of the Client.

Default Interest Rate means 10% per annum, which may be charged on any overdue payments under this Agreement.

Initial Contract Period means the initial 12-month period of this Agreement, unless otherwise agreed in writing.

Safemetric Limited, Safemetrics, we, us or our means Safemetric Limited trading as Safemetrics, its directors, officers, employees, agents and authorised representatives.

Safety Partner programme means the documentation review, production, implementation and ongoing support service provided under this Agreement.

Term means the Initial Contract Period and any renewed period under this Agreement.

Total Fee means the total amounts payable under the Client's selected Safety Partner level, as set out in the Key Terms.

2. Commencement and Term

This Agreement will commence on the date it is signed by both parties.

Unless terminated in accordance with this Agreement, the Agreement will continue for the Term.

3. Licence to Use Documentation

Safemetrics grants the Client a licence to use the documentation provided under this Agreement, subject to the terms of this Agreement.

The licence will expire on expiry or termination of this Agreement.

The Client is only entitled to use the documentation provided by Safemetrics for the purpose for which it was supplied.

The Client acknowledges that copyright in the material supplied, and any other intellectual property provided by Safemetrics, is owned by Safemetric Limited unless otherwise agreed in writing.

The Client must not copy, sell, transfer, sublicense, assign, publish, distribute or otherwise make the documentation available to another person or organisation without Safemetrics' prior written consent.

4. Client Changes to Documentation

The Client acknowledges that Safemetrics may retain a copy of all documentation supplied to the Client.

Safemetrics is not responsible or liable for any updates, amendments or changes made by the Client, the Client's employees, contractors, agents or advisers to documentation supplied by Safemetrics.

5. No Legal Advice

The Client acknowledges that Safemetrics is not a law firm.

Any advice, guidance, documentation or support provided under this Agreement is not legal advice and should not be treated as a substitute for legal advice.

Safemetrics' intent is to provide practical health and safety support. However, the parties acknowledge that some matters may require legal advice.

If the Client elects to seek legal advice, Safemetrics may, upon request, assist the Client to engage third-party legal advisers, attend meetings with those advisers, or provide relevant background information.

Any costs associated with third-party legal advice are not included in this Agreement and are not payable by Safemetrics.

6. Client Information and Communication

All communication relating to this Agreement and the Safety Partner programme will be directed to the email address provided in the Key Terms, unless otherwise agreed in writing.

The Client must notify Safemetrics of any changes to the Client's company details, contact details or authorised representatives.

The Client authorises Safemetrics to use Client information provided to Safemetrics for the purposes of providing services, advice, support, administration, invoicing and information relevant to this Agreement.

The Client acknowledges that communication may be provided electronically.

Safemetrics' contact email for this Agreement is:

enquiry@safemetrics.co.nz

7. Contract Review

Approaching the anniversary of the Client joining the Safety Partner programme, Safemetrics may conduct a review of the Client's use of support hours and assess whether the Client is on the most suitable Safety Partner level.

Safemetrics may email the Client with any observations or recommendations arising from that review.

8. Payment Terms

The Client agrees to pay the Total Fee over the Term as set out in the Key Terms.

Any hours required beyond those included in the selected Safety Partner level will be charged at the applicable additional support rate or out-of-hours rate set out in this Agreement.

Unless otherwise agreed by Safemetrics in writing, all invoices must be paid in full within 14 days of the invoice date.

Any payments made by instalment will incur a non-refundable service fee of \$15 plus GST per month.

The monthly service fee may be changed by Safemetrics with prior written notice.

9. Failure to Pay

If the Client fails to make any payment due under this Agreement, and the payment remains unpaid for more than 30 days, Safemetrics may:

22. Charge interest on the unpaid amount at the Default Interest Rate.

23. Register a default with its credit agency.

24. Suspend access to and provision of Safemetrics' services until payment is received.

If the Client fails to make any payment due under this Agreement, and the payment remains unpaid for more than 60 days, Safemetrics may immediately terminate this Agreement and may take action to recover:

25. The overdue amount.
26. Any applicable interest and fees.
27. The remaining balance of the Total Fee.
28. Payment for any unpaid hours used by the Client.
29. Payment for any approved travel, disbursements, audit cancellation fees, out-of-hours support or additional support.
30. Any other amounts payable under this Agreement.

10. Termination by Safemetrics

Safemetrics may terminate this Agreement at the end of the Term by giving written notice to the Client at least one month before the end of the relevant Term.

Safemetrics may also terminate this Agreement in accordance with the non-payment provisions of this Agreement.

11. Survival of Terms

The parties acknowledge that all clauses intended to survive termination or expiry of this Agreement will continue to apply.

This includes, without limitation, clauses relating to intellectual property, licence restrictions, payment obligations, liability, confidentiality, privacy and any indemnity or guarantee provisions.

12. Changes to Standard Terms

Safemetrics may change the Key Terms and Standard Terms and Conditions from time to time, provided that such changes do not materially prejudice the Client.

If Safemetrics changes the terms of this Agreement, Safemetrics will notify the Client by email at least 30 days before the change takes effect.

13. Confirmation and Warranty of Information

The Client confirms that all information provided to Safemetrics is true and accurate in every respect.

The Client confirms that no material fact has been misstated, withheld or suppressed.

Safemetrics is entitled to rely on the information provided by the Client when delivering the Safety Partner programme.

14. Privacy

The Client and Safemetrics agree to comply with any privacy protocols agreed between them, the Privacy Act 2020, Privacy Regulations 2020, and all other applicable laws in your jurisdiction or elsewhere in relation to:

31. Data protection.
32. Privacy.
33. The processing of personal data or personal information.
34. Restrictions or requirements relating to personal information.
35. Actions required in response to unauthorised or accidental access, use or disclosure of personal information.

15. Assignment

The Client must not directly or indirectly assign, transfer or otherwise dispose of any rights, obligations or liabilities under or in connection with this Agreement without Safemetrics' prior written consent.

Safemetrics may assign or transfer its rights and/or obligations under or in connection with this Agreement.

16. Contracting Out of the Consumer Guarantees Act 1993 and Fair Trading Act 1986

The parties acknowledge and agree that the Consumer Guarantees Act 1993 has no application to this Agreement to the extent that all goods and services provided under this Agreement are acquired for business and trade purposes.

The parties confirm that, for the purposes of section 5D of the Fair Trading Act 1986, they are contracting out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986.

The parties acknowledge and agree that the terms of this clause are fair and reasonable.

17. Liability

Safemetrics will not be liable to the Client for any loss, claims, breaches or damages arising under or in connection with this Agreement, except to the extent caused by Safemetrics' negligence.

Subject to the above, Safemetrics' total liability in respect of all claims arising under or in connection with this Agreement is limited to the Total Fee paid or payable by the Client under this Agreement.

18. Governing Law

This Agreement is governed by the laws of New Zealand.

The parties agree to submit to the exclusive jurisdiction of the New Zealand courts.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter.

This Agreement supersedes and cancels any previous agreement, understanding or arrangement, whether written or oral, relating to the subject matter of this Agreement.

Optional Guarantee – Guarantor Details

This section applies only if requested by Safemetrics.

Safemetrics may decide before signing whether a guarantee is required based on credit risk, company history, payment terms or other relevant commercial factors.

If requested by Safemetrics, the Client's obligations under this Agreement must be guaranteed by an individual as security for the services being provided by Safemetrics.

Guarantor 1

Name

Postal address

Physical address

Telephone

Mobile

Email

Guarantor 2

Name

Postal address

Physical address

Telephone

Mobile

Email

Guarantor Acknowledgement

I / We jointly and severally personally guarantee full payment of all amounts payable to Safemetric Limited trading as Safemetrics under this Agreement and performance by the Client of all other obligations under this Agreement.

I / We jointly and severally agree to personally indemnify Safemetric Limited trading as Safemetrics for the same.

Signed by Guarantor 1

Name

Date

Signed by Guarantor 2

Name

Date