



INTRODUCTION

NZ Trade Group exists as a national membership organisation, a nationwide network of tradespeople and business partnerships, an exclusive software solutions provider, and a buying group for independently owned contracting businesses operating in the electrical trade in New Zealand.

Businesses who join NZTG's Membership is promoted and recognised regionally and nationally as a 'Member' of NZTG under the name NZ Trade Group Limited.

This document sets out the conditions on which NZ Trade Group grants to the Member a membership.

OPERATIVE PART

1. DEFINITIONS

- a) "Commencement Date" means the date NZTG approves the Member's membership in writing.
- b) "Fees" means a monthly membership participation fee for the members' primary business.
- c) "Intellectual Property" means all trademarks, copyright, trade secrets, company names, domain names, patents, know-how, and designs owned by NZ Trade Group.
- d) "MMF" means monthly membership fee. Fees costs are \$250.00 exclusive of GST per month, set-up as an automatic payment upon joining NZ Trade Group.
- e) "MMF+H" means monthly membership fee with the inclusion of HazardCo Limited. An offer of the inclusion of a monthly subscription with HazardCo at the discounted rate of \$289.00 exclusive of GST per month. One payment for both services.
- f) "NZTG" means NZ Trade Group Limited.
- g) "Parties" means NZTG and the Member.
- h) "CPD" means Continuing Professional Development.
- i) "Software" means any proprietary software provided by NZ Trade Group to its members for use in their business. NZTG's proprietary software for end-to-end job management and quoting is "Katipolt".
- j) "Katipolt" NZTG's quoting and end-to-end job management software solution, exclusive only to NZTG members.

2. COMMENCEMENT DATE

- 2.1 This Agreement shall commence on the Commencement Date.



3. GRANT OF MEMBERSHIP

- 3.1 Subject to the payment of the MMF or MMF+H and in reliance of the Member's continued compliance with this Agreement, NZTG grants, and the Member accepts, from the Commencement Date a membership and a right to use NZTG trademarks and business name as specified in this Agreement.

4. PROHIBITED MEMBERSHIP

- 4.1 The Member shall not during the Membership term (except with NZTG's prior written consent) join or become a member of any other association, group, cooperative, organisation or buying group which operates in a manner or undertakes activities identical or similar to NZTG.

5. TERM OF THE AGREEMENT

- 5.1 The term of the Agreement shall be for one year commencing on the Commencement Date.
- 5.2 This Agreement will automatically renew at the end of each term for a further term of one year unless either party gives the other written notice of termination with at least 30 days prior to the end of the relevant term.

6. PAYMENTS TO NZTG

- 6.1 In consideration of the grant of membership the Member shall pay to NZTG:
- a) The MMF or MMF+H, is payable monthly by automatic payment for each month of this term or successive terms. If any other arrangement may be requested in writing to NZTG.
 - b) The costs of any additional services offered to NZTG members by NZTG may be over and above the agreed MMF or MMF+H on a case-by-case basis for the provision of such items as events, chargeable training, or conferencing.
- 6.2 Notwithstanding any matter set out in clause 6.1, NZTG in consultation with the Member may review fees annually on the 1st of April in each year in order to take into account any increase in prices/costs brought about by inflation, changes in the CPI, shortages of supply/excessive demand, or market events outside of NZTG's control, and on any review the fees may be increased by NZTG at its sole discretion by giving the Member 30 days written notice of the same ("Review Notice"). The reviewed fee(s) will be payable as from the date specified in the Review Notice.
- 6.3 The Member must make all recurring payments as set out above without offset or deduction by way of a monthly automatic payment to NZTG's nominated bank account. Payments and other moneys due under this clause 7 that are not paid by the due date will incur interest at the Penalty Interest rate calculated daily from the due date until payment is received in full.



7. OBLIGATIONS OF NZTG

- 7.1 After execution of this Agreement and throughout the Member's term, NZTG agrees to:
- a) Negotiate on the Members behalf with NZTG's preferred suppliers for competitive market rates.
 - b) To permit the Member to use the Trademarks provided to the member.
 - c) Provide to the Member NZTG software, support, and training.
 - d) Offer business systems, compliance methods, knowledge, and resources (when available).
 - e) Continue to develop NZTG, increase regional and national membership and networking base.
 - f) Investigate and pursue business opportunities to the benefit of Members.

8. OBLIGATIONS OF THE MEMBER

- 8.1 The Member shall during the term of this Agreement to:
- a) Pay the Fees as specified in clause 6.1
 - b) Operate their business and participate in the group in accordance with this Agreement.
 - c) Take all reasonable steps to ensure that the goodwill of NZTG is maintained and enhanced and not do anything harmful or destructive to NZTG's goodwill or reputation.
 - d) Establish and maintain high standards in all matters connected with the activities of its business and will comply with all reasonable requirements of NZTG in respect thereof.
 - e) Consider the option of applying NZTG branded signage to their vehicle fleet, NZTG branding to their team apparel, website, email signatures or other promotional material, if the member benefits in promoting their association of NZTG externally.
 - f) Not commit or allow to be committed any dishonest or fraudulent act in relation to the business.
 - g) Where possible promote, market, and sell to the customers of its business, the approved products purchased from an NZTG approved supplier such as J. A. Russell or suppliers outlined in Schedule 5. Pre-existing external supplier relationships for specialist materials that cannot be purchased through an NZTG preferred supplier is not relevant in this context.
 - h) Undergo an annual NZTG Member Compliance Survey and Membership Review as outlined in Schedule 4 and achieve a total of twenty-one (21) Continuing Professional Development (CPD) Points annually.



9. PURCHASING PREFERRED PRODUCTS

- 9.1 The Member shall comply with the purchasing requirements specified in Schedule 5, pay all invoices rendered by the preferred suppliers according to the payment and credit terms applicable.
- 9.2 NZTG may introduce, vary, substitute, or remove items from the range of preferred suppliers at any time on notice being given to the Member.
- 9.3 On notice to the Member, NZTG is entitled at any time to remove any preferred supplier from that status provided that suitable alternative arrangements are made.
- 9.4 The Member acknowledges that NZTG is entitled to negotiate and receive commissions, incentives, fees, bonuses, discounts, rebates, payments, or any other benefits from any preferred supplier ("Benefits") based on the collective group buying, and that the Member is not entitled to make any claim against nor request any disclosure and/or compensation from NZTG under this clause. Rewards for Members such as RSR on purchases is negotiated directly between the Member and J. A. Russell Limited and is not the business of NZ Trade Group.

10. INTELLECTUAL PROPERTY

- 10.1 The Member acknowledges and agrees that the services and systems of NZTG, including the Intellectual Property shall remain the sole and exclusive property of NZTG.
- 10.2 The Member agrees that it shall use the Intellectual Property only in connection with the NZTG system according to directions, instructions and specifications given by NZTG.
- 10.3 The Member undertakes not to use the Intellectual Property other than pursuant to this Agreement and is solely responsible for the use, security, supervision, management, and control of the Intellectual Property and will ensure that the Intellectual Property is protected always from misuse, damage, or any form of unauthorised use.
- 10.4 Save as provided in this Agreement, the Member shall not at any time either during the term of this Agreement or after its expiration or termination use or seek registration of any trademark, trade name, labelling or packaging design, company or business name which incorporates or includes, or is substantially identical to, or deceptively or confusingly similar to the Intellectual Property.
- 10.5 The Member may use the trademarks for advertising campaigns and other promotional activities provided that the Member:
- a) First obtains NZTG's prior written approval to any advertising campaigns, promotional activities, advertising media and material; and
 - b) First submits for NZTG's written approval, samples of all material on which the trademarks are used on reasonable notice prior to publication or distribution.



10.6 The covenants contained in this Clause 11 remain in force and effect after the expiry or termination of this Agreement and shall not be deemed waived, merged, or extinguished on such expiry or termination.

11. NZTG SOFTWARE

- 11.1 The Member acknowledges that NZTG has the right to use and sub-licence the NZTG proprietary software which is available for use in the business. 'Katipolt' is however, exclusive to Members of NZTG and only users nominated by the directors of the Member business have use and access to such software.
- a) A non-transferable licence is provided to the Member to use NZTG Software on the terms and subject to the conditions of the Software licence as well as the terms of this Agreement.
 - b) Support with advice, training, error-correction, modifications, and updates are provided to the Member via face-to-face training, online module delivery and further phone and internet support.
- 11.2 Although Katipolt is being continuously enhanced and developed, NZTG shall not be obliged to provide as part of this Agreement new application enhancements or releases but may do so at its sole discretion.
- 11.3 NZTG shall not be liable under law or tort, contract or otherwise for any loss of profits or savings or any direct, special, indirect, or consequential loss or damage, however caused, arising out of or in connection with the use, performance, or non-performance of NZTG Software. In the event that any limitation or provision contained in clause 12 is invalid for any reason and NZTG becomes liable for any loss or damage that would have otherwise been excluded, that liability is limited to \$500 (including GST).
- 11.4 The Member shall not provide access of any NZTG Software to any third party under any circumstances.

12. INDEMNITY

- 12.1 The Member shall protect, indemnify, defend, NZTG absolutely from and against any and all damages, claims, losses, demands, liabilities (including vicarious liability), injuries, suits, actions, judgements, costs, and expenses of any kind whatsoever (including reasonable legal fees) arising out of or in any way connected with:
- a) The conduct of the Member's business.
 - b) The Member's breach of this Agreement; and
 - c) NZTG Intellectual Property.

13. ASSIGNMENT

- 13.1 The Member shall not assign, share, or sell its rights and benefits under this Agreement to any person without first obtaining the prior written consent of NZTG.



14. TERMINATION

- 14.1 At least one month's written notice shall be given by the Member advising of the Member's intention to terminate its membership prior to the commencement of the new term (1st of April in each year).
- 14.2 NZTG may terminate this Agreement at any time at its sole discretion if the Member:
- a) Being a company becomes insolvent or enters into liquidation, has a receiver or statutory manager appointed, or is wound up; or
 - b) Becomes bankrupt (if a natural person) or has a receiver or receiver and manager appointed or has an official manager appointed; or
 - c) Neglects or fails to perform or observe any of the provisions of this Agreement and (if the breach is capable of being remedied) fails to remedy such breach to the member's or NZTG's satisfaction within the notice period requiring remedy of it; or
 - d) Fails to pay any sums due under this Agreement within 30 days from the due date for payment
 - e) Commits or allows to be committed any fraudulent or dishonest act and/or omission in relation to the Business
 - f) The Member uses sub-standard (non-compliant) product and/or delivers sub-standard workmanship.
 - g) The Member is outside the Credit Terms with the nominated primary Wholesaler.

15. CONSEQUENCES OF TERMINATION

- 15.1 On expiry of the term (and any period in renewal of the term) or the termination of this Agreement (and membership), all rights of the Member granted by this Agreement terminate and the Member shall not be entitled to further receive any Membership benefit nor any compensation (for loss of business, income or any other loss), rebate or refund of the whole or any part of the money paid pursuant to this Agreement, and the Member shall:
- a) Immediately cease to operate the business as an NZTG Member and immediately cease to use in any way whatsoever the business name, Intellectual Property, and in particular any NZTG Software and all trademarks.
 - b) Immediately pay to NZTG all outstanding money payable under this Agreement.
 - c) Immediately terminate and contemporaneously settle all sums owing (whether or not payment is due) to the Primary Wholesaler
 - d) Immediately return to NZTG or otherwise remove, destroy, or cover up as NZTG shall direct all and any signage, website, vehicle branding, decor and other features relating to or concerning the group, its prior Membership, or the Software.



- e) The Member will no longer have access to NZTG Software upon Termination of this Agreement, and it is up to the Member to transfer any required data that is on any NZTG Software. There will be a 30-day period in accordance with the notice of the Member to terminate this agreement to remove or export data.

15.2 Termination of this Agreement will not affect any accrued rights or remedies of a party.

16. NON - WAIVER

- 16.1 Failure by NZTG at any time to enforce any provision of this Agreement shall in no way be considered to be a waiver of such provision or in any way to affect the validity of this Agreement.

17. LIABILITY / NO WARRANTIES

- 17.1 NZTG is under no liability whatsoever to the Member in respect of any loss or damage (including, but not limited to, any loss of profits or savings or any consequential, indirect or special loss, injury or damage of any kind whatsoever) which the Member may directly or indirectly suffer or incur arising directly or indirectly as a result of the Member's use of the Intellectual Property, NZTG's services and systems, entry into this Agreement and/or as a result of the grant of the Membership pursuant to this Agreement.

18. PARTIAL INVALIDITY

- 18.1 Each and every covenant, obligation or restriction in this Agreement and each part of them shall be deemed a severable and independent covenant, obligation, and restriction. In the event of the invalidity of any covenant, obligation, and restriction of this Agreement such invalidity shall not affect the enforceability of any other covenant, obligation, and restriction of this Agreement.

19. DISPUTE RESOLUTION

- 19.1 This Agreement shall be governed by the laws of New Zealand. NZTG or the Member shall not commence any court proceedings or arbitration relating to any dispute arising out of this Agreement (including any dispute as to the validity, breach, or termination of this Agreement or as to any claim in tort, in equity or pursuant to any statute) unless that party has first complied with the following sub clauses.
- 19.2 Any party claiming that a dispute has arisen under or in relation to this Agreement shall be required to give written notice to the other party setting out the nature and details of the matter(s) in dispute.
- 19.3 Upon the other party receiving such notice, the parties to this Agreement:
 - a) Must co-operate and use every effort to resolve the dispute expeditiously by mutual negotiation; and
 - b) Must, in the event that they are unable to reach a resolution of the dispute within twenty-one days of the receipt of the notice (or such further period as they may agree in writing), refer the dispute to mediation ("the Mediation").



- 19.4 The Mediation shall in all respects be conducted in terms of the procedure provided by the New Zealand Dispute Resolution Centre (NZDRC).
- 19.5 The Mediation shall be conducted by a mediator and at a fee mutually agreed by the parties, if the parties cannot agree, the mediator shall be selected, and the mediator's fee shall be determined by the Executive Director of New Zealand Dispute Resolution Centre (NZDRC). Costs of the mediator appointed shall be shared equally between the parties.
- 19.6 The parties agree that the Mediation and matters discussed will be in confidence and without prejudice.

20. FORCE MAJEURE

- 20.1 None of the parties to this Agreement shall be responsible, but without prejudice to any pre-existing claim, liability or responsibility in respect of this Agreement, to any other party for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the occurrence of any such cause so inform the other parties in writing, stating that such cause has delayed or prevented its performance and from that time on such parties shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.

21. NOTICES

- 21.1 All notices or other communications required or permitted to be given under this Agreement are to be given at the recipients address as described in the contact details upon NZTG's sign-up procedures and is deemed to have been duly given:
 - a) In the case of by email, when acknowledgement of receipt by the recipient is given.
 - b) In the case of by letter on the second day after being posted by mail, correctly addressed, and stamped; or
 - c) If given by hand, on personal delivery to the recipient.

22. NO AGENCY

- 22.1 The Member must carry on its business as an independent proprietor and not as a partner, joint-venture, agent, or employee of NZTG. The Member must use appropriate signs, stationery, paper, letters, and other identifying materials so as to clearly show such independent proprietorship and shall not at any time pledge the credit of NZTG.
- 22.2 On all such documentation and in all dealings with the public the Member must hold itself out or reflect the entity under or through which it acts as being qualified by the addition of words "being a member of NZTG". The Member must not register any business or use any trade or company name or style of NZTG or incorporate a company using or incorporating any of the trade names of NZTG without the prior written approval of NZTG or as otherwise permitted under this Agreement.



23. ENTIRE AGREEMENT

23.1 This Agreement sets out the entire agreement and understanding between the parties in relation to the subject matter of this Agreement and merges all prior discussions between them and neither of the parties will be bound by any conditions, warranties, or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement.

24. COUNTERPARTS

24.1 This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same document.

25. PRIVACY ACT 2020

25.1 The Member (whether a private individual or a company) authorises NZTG to seek information from outside parties concerning the Member's creditworthiness and business practices.

25.2 The Member authorises NZTG to view their purchase account transaction information and related reports from all of the preferred suppliers as specified in Schedule 1 and any new preferred suppliers to NZTG and this authorisation will continue throughout the course of membership.

25.3 NZTG is authorised to hold any such information as is necessary for the satisfactory conduct of the business relationship.

25.4 The Member understands and agrees that all information relating to these terms and conditions, including third party discount rates, pricing and systems supplied as part of this Agreement is strictly confidential and shall not be disclosed to any other persons unless authorised in writing by NZ Trade Group.

ACKNOWLEDGEMENT AND DECLARATION

I/We sign this declaration to request to join NZ Trade Group as a Member.

On acceptance of this document, the Member accepts and acknowledges the terms, clauses and statements outlined in this document in its entirety. The Member hereby gives the necessary approvals, consents, authorisations under the Privacy Act 1993 to proceed to formalise a contract between the parties.

I/we also declare that I/we have authority on behalf of the company to enter this agreement.

Signed by the Company

Date

Name

Position



SCHEDULE 1: NZTG MEMBER CODE OF PROFESSIONAL CONDUCT

By signing this membership application and terms and conditions of membership, you agree that you accept, will adopt, and implement the following Code of Professional Conduct:

- a) Exercise the highest level of personal conduct when dealing with other NZTG members.
- b) Report to NZTG, within two working days if a conflict occurs with another NZTG member or member business. Where necessary, NZTG will act as a mediator to help resolve the issue.
- c) Act with honesty, integrity, and fairness in all their dealings with NZTG representatives and other members.
- d) Keep confidential information you come into contact with regarding other members and their businesses.
- e) Not actively solicit another NZTG member's customers, clients, employees, or contractors.
- f) Adhere to all the NZTG membership terms and conditions.
- g) Engage in good faith the NZTG Continuing Professional Development (CPD) programme. Consistent failure to achieve the required professional standards and compliance, may result in the loss of use of NZTG branding and any opportunities for job and lead referrals may cease. In extreme cases, termination of membership may be enforced.

SCHEDULE 2: CUSTOMER CODE OF PROFESSIONAL CONDUCT

By signing this membership application and terms and conditions of membership, you agree that you accept, will adopt, and implement the following Code of Professional Conduct when dealing with customers:

- a) Ensure that all employees and contractors exercise the highest level of personal conduct when dealing with customers, acting with honesty, integrity, and fairness in all of their dealings.
- b) Ensure that all employees and contractors will keep confidential all customer information that they may come into contact with.
- c) Always use suitably qualified and competent employees and contractors for all company work.
- d) Have and maintain appropriate insurances for the type of work they are carrying out.
- e) Have and maintain a health and safety policy and plan that complies with the requirements of the Health and Safety at Work Act 2015 and all subsequent amendments.
- f) Ensure that all employees and contractors respect the rule of law and abide by all industry regulations.
- g) Act in the best interest of the customer and do everything reasonably possible to satisfy their requirements and needs by ensuring that all employees and contractors strive for the highest standard of workmanship.
- h) Ensure all products used are compliant and doing work to a high quality of workmanship.



SCHEDULE 3: GRANT OF MEMBERSHIP (Clause 2)

Associations excluded from Clause 4 are:

- a) Master Electricians (ECANZ)
- b) Master Plumbers
- c) Registered Master Builders
- d) Master Painters New Zealand.

SCHEDULE 4: NZTG MEMBERSHIP - CONTINUING PROFESSIONAL DEVELOPMENT (CPD)

- a) Always use a customised written Terms of Trade with customers. (NZTG template available).
- b) Compliant Health and Safety systems and documentation. (NZTG recommends HazardCo Limited)
- c) Have and maintain minimum insurance cover for public liability insurance for up to \$2m, and comprehensive vehicle insurances. (NZTG recommends Cactus Insurance)
- d) Use legally compliant employment agreements with all staff with up-to-date Job Descriptions that include COVID protection clauses. (NZTG recommends Tradie HR)
- e) Maintain accurate company records using a company log containing data needed to be retained by an electrical trade business, such as staff licences, vehicle and test equipment details and results.
- f) Staff and vehicles identified with your company brand and optional NZTG branding.
- g) Content for the NZTG website supplied.
- h) One-year minimum workmanship warranty (as noted in the NZTG Terms of Trade document template for Members).
- i) Commit to attend annual NZTG conferences and membership events when possible.

APPENDIX TO SCHEDULE 4e for CPD COMPLIANCE

Have on file (hard or electronic copy) and make accessible to all staff the following documentation:

- a) AS/NZS 3017: 2007 – Electrical installations, verification guidelines
- b) AS/NZS 3019:2007 – Electrical installations, periodic verification
- c) AS/NZS 3760: 2010 – Safety and inspection of electrical equipment
- d) AS/NZS 3760: 2010 – In-service safety inspection and testing of electrical equipment
- e) Electricity Act 1992
- f) Electricity Safety Amendment Regulations 2014
- g) EWRB Supervision Procedures
- h) Must keep a company register of COC's and installation test result records.



SCHEDULE 5: PREFERRED ELECTRICAL SUPPLIERS

PRIMARY ELECTRICAL AND DATA MATERIAL SUPPLIERS

1. NORTH ISLAND: J. A. RUSSELL LIMITED
2. SOUTH ISLAND: J. A. RUSSELL LIMITED (TRADING AS RADCLIFFE ELECTRICAL)

SPEND REQUIREMENT:

- a) Members must have their own active trading account and use the above companies as the main suppliers of electrical products accounting for a majority spend of their total electrical product purchases or a negotiated spend requirement with NZTG.
- b) If for any reason, it is necessary to purchase outside of these terms due to price or supply, it is recommended that the member notify NZTG immediately to support the transition back to the above wholesalers.
- c) Pre-existing external supplier relationships for specialist materials that cannot be purchased through an NZTG preferred supplier is not relevant in this context.

NZTG PREFERRED SUPPLIERS (Via the J. A. RUSSELL LIMITED national branch network and online).

- Arrowhead Alarm Products Ltd
- CDB (Ambius Lighting)
- Electrical Supply Corp (ESC)
- Halcyon Lighting
- Legrand NZ
- Marley New Zealand
- Nexans NZ
- Prysman Group
- Safe-T Workwear
- Schneider Electric
- Signify NZ (Philips)
- SIMX (Manrose)
- Switch Lighting
- TransNet NZ
- Tycab NZ
- Vynco Industries

EXTERNAL SUPPLIERS

- Atlas Gentech Ltd

BUSINESS PARTNERSHIPS

- Trade Business Training
- HazardCo New Zealand
- Cactus Insurance
- Tradie HR
- RD Petroleum
- Sensium NZ
- N3