

ContactSuite

Employment Policies



ContactSuite

Welcome

Welcome to ContactSuite.

We are an innovative software and IT services company, and part of the Telnet Services Group. We developed ContactSuite CRM which supports all aspects of Telnet's large New Zealand based outsourced contact centre, as well as a growing number of other businesses in New Zealand and beyond. No matter what your contact centre need is, ContactSuite CRM has it covered.

With ContactSuite CRM clients can create their own contact centre in a few days without needing to install expensive servers or telephone systems. They pay as they go for the features they need and can scale their user numbers up or down seamlessly to meet demand.

ContactSuite is big enough to deliver industry best practice services but small enough to care. We become a value-adding extension of our client's business.

There are many reasons for our success, but an important factor is the skill and commitment of our people. In return we aim to create a stimulating work environment and appropriately reward people for their contribution.

Again, welcome to our team.

John Chetwynd
CEO

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Scope

These Employment Policies, together with your appointment letter, form your terms and conditions of employment with ContactSuite. They supersede any previous or existing agreements between you and ContactSuite. If there are any inconsistencies, the terms in your appointment letter will prevail.

Other ContactSuite policies and procedures, including the Code of Conduct, also apply to your employment. We may amend such policies and procedures from time to time, but we'll make sure you are aware of changes that affect you.

These documents explain the standards and expectations we have of each other as members of the ContactSuite team; and they create a culture for success.

A successful business is the result of teamwork; people working together in a spirit of partnership. ContactSuite is committed to ensuring that consultation and co-operation are the basis for all relationships within the business. Harassment of any kind is not permitted.

If you have constructive suggestions or wish to raise issues of concern, please discuss them with your manager.

Growing your contribution

Your Role

Your manager will ensure you know what's expected of you, including your duties and responsibilities and our standards of conduct. We will make sure you have the tools and resources to help you succeed.

We are a dynamic business and so flexibility is required. You can expect your role may change from time to time to meet the changing needs of the business and you may be required to work at other locations on a temporary or permanent basis. You will be consulted about proposed changes but you may not unreasonably withhold your agreement to any such changes.

The success of ContactSuite depends on a total commitment to exceeding the expectations of our customers. Our expectation is that you take pride in your work, show leadership and initiative and do whatever it takes to deliver the highest quality experience for our clients. You are expected to care for those you work with, be a team player, deliver on your responsibilities, actively enhance our reputation and act with professionalism and integrity.

Getting up to speed

Our induction programme will prepare you to carry out your role effectively. Of course, your manager and other members of the team will help to steer you in the right direction.

Your employment is subject to an initial probationary period of six months to assess and confirm your suitability for your role. We will hold regular review meetings and talk to you about your progress as you move through the performance milestones for your role. If progress is not what is expected your employment may be terminated, during or at the end of the probation period, on one weeks' notice.

Hours of work

Your hours of work are set out in your appointment letter. The nature of our business means that flexibility is required. This may involve working different or additional hours to meet specific requirements, at which times you may not unreasonably withhold your agreement to such changes.

Our expectation is that you will be punctual and reliable, use your time efficiently and let others know if you can't keep a commitment.

The timing of breaks should reflect our commitment to customer service and be taken at reasonable intervals within the daily work period. At times due to operational reasons it may not be possible to provide a complete break, or the break may need to be delayed, and this is recognised in your rate of pay.

Unless otherwise specified by ContactSuite to meet operational needs, in each 8 hour work period there will be one unpaid half hour break and two paid 10 minute breaks.

We value your input

Your feedback on service improvement and cost saving ideas are valuable to us all. Share these ideas with your team to enhance the value we add to the business.

If something is getting in the way of our success, talk to your manager as soon as possible so action can be taken.

We also have policies designed to help resolve situations where you feel the behaviour or conduct of others is unacceptable or unreasonable.

Personal Development

A key aspect of our success is the skill and expertise you bring to your role. ContactSuite supports continuing education and professional development and you may be considered for educational and training opportunities where you have demonstrated a commitment to ContactSuite; and where the professional development concerned is aligned with your agreed development goals.

You have a responsibility to keep yourself informed of developments in your field and to develop your knowledge and ability in accordance with changes in best practice. ContactSuite may approve study leave, with or without pay, to enable you to undertake studies and attend courses or seminars relevant to your agreed development goals. Study leave may include travelling and examination time. Reimbursement of related costs may be granted.

Your personal development will be regularly reviewed with you by your manager. This will include setting expectations and objectives. It is important that you discuss your career objectives with your manager so that, where possible, assistance may be provided. If certain qualifications are required to perform your role you must at all times ensure such qualifications remain current.

Our expectation is that you show a high level of commitment to your ongoing professional development and participate fully in the training and development opportunities available to you, including our performance appraisal process.

Appointments

For any role we strive to employ the person most appropriately qualified in terms of skills, knowledge, experience and behavioural attributes. We also give equal consideration to people in terms of advancement and progress within the Company. We aim to ensure that all people are respected as individuals and encouraged to maximise their potential.

ContactSuite relies on all representations made by you as to your qualifications. If you have deliberately failed to disclose any matter which may have materially influenced the Company's decision to appoint you to a role, you may be dismissed.

Health, Safety and Environment

Health and safety is everyone's responsibility

ContactSuite is committed to the health and safety of all people in the business and will take all steps reasonably practicable to reduce health and safety risks. We are also committed to achieving and maintaining a high standard of environmental care in all aspects of our business.

Our expectation is that together we strive to eliminate risks and integrate good health and safety practices into our everyday activities. Unsafe behaviour won't be tolerated because it puts people at risk.

We are committed to a partnership with people in the business in which we all take responsibility for providing a safe and healthy environment for everyone involved in our operations. As the PCBU that manages and controls our workplaces, we also have a duty to contractors and subcontractors and their employees and all other people working in the workplace. We will engage with any other PCBUs involved in our operations to ensure we cooperate with each other and coordinate our activities. In this context PCBU means a person conducting a business or undertaking.

Our success also depends on your personal responsibility, which includes:

- Taking reasonable care for your own health and safety and ensuring that your acts or omissions do not adversely affect the health and safety of other persons.
- Taking all practicable steps to eliminate or minimise risks.
- Promptly reporting any work accident, incident or near miss.
- Participating in our health and safety programmes and complying with all procedures.
- Reporting infections and staying away from work if you are suffering from a communicable disease or infection.
- Using any protective clothing and equipment provided (which remains the property of ContactSuite).
- Participating in any return to work plan to ensure your early return to work in the event you are injured.
- Eliminating or minimising any adverse impact on the environment arising from your actions.

You have the right to refuse to perform work if you have good cause to believe that in doing so you could harm yourself, other people in the business, the public, the environment or our business assets. Also, if you observe a contractor, subcontractor or one of their employees working unsafely you should intervene. Please refer the matter to your manager in the first instance, but if the matter is serious and urgent, please take action to immediately stop the unsafe activity.

Where ContactSuite has reasonable cause to be concerned about your health, whether due to illness or injury, you may be requested to undergo a medical examination by a medical specialist nominated by ContactSuite, in order to assess your suitability for work based rehabilitation programmes or to enable an informed decision to be made regarding your continued employment. The cost of such examinations will be paid by ContactSuite. If you do not agree to undergo such medical examination ContactSuite may make its decision on the basis of any other information to hand at the time.

Drugs and Alcohol

We have a zero tolerance policy on the use of drugs (including prescription medicines) and/or alcohol that may impair your capacity to work safely, efficiently and with respect for other staff.

Where our policy allows for a social drink in a work related setting our expectation is that at no time will anyone's actions bring ContactSuite into disrepute, damage business relationships, or create a health and safety risk.

Our expectation is that you comply with our Drug and Alcohol policy and ensure that while performing your duties you are not impaired by drugs and/or alcohol.

You may be required to undergo tests for drugs and alcohol in accordance with the ContactSuite Drug and Alcohol policy, which provides for testing where there is reasonable cause to do so, post incident or injury, where employees are working in safety sensitive roles, or to comply with client requirements. Please also refer to the Code of Conduct for more information.

Infectious Diseases

If you have been in contact with an infectious disease, or think you may have been, you must immediately inform the Company and stay away from work until you have a full medical clearance to return.

If in accordance with Ministry of Health advice you are required to undergo testing, you must do so.

In either case you will not be entitled to payment for the period of absence, but the Company will consider applying for any subsidy or other financial support available from Government, to support some level of payment to you. You may also take any unused sick leave entitlement you may have.

Remuneration

Pay Rate

Your salary or rate of pay is recorded in your appointment letter.

Unless otherwise agreed you will be paid fortnightly by direct credit to your nominated bank account.

Depending on your role, you may be eligible to participate in commission or incentive schemes on terms which will be separately advised to you. Any such scheme is discretionary and may be changed or withdrawn by ContactSuite.

Your pay will generally be reviewed annually, unless you have been employed for less than six months at the review date. Factors that we take into account include the performance of the business, your own performance and how your remuneration compares with people doing similar work inside and outside ContactSuite.

Deductions

You agree that we may make reasonable deductions from your pay for time not worked (other than authorised paid leave), at your own request, where an error has been made, or where required by law.

On termination of employment or at such other times as ContactSuite may require, you agree that we may make reasonable deductions from your pay (including holiday pay on termination of employment) for annual holidays taken in advance, the value of any unreturned ContactSuite property, or any debt that you owe to ContactSuite. In the event the balance of any debt you owe to ContactSuite exceeds the amount of your final pay you will be required to repay the balance within seven days.

Business Expenses

You will be reimbursed for actual and reasonable expenses that may be incurred in the course of your duties upon the presentation of relevant supporting documents, including tax invoices and receipts. All expenses require the prior approval of your manager.

Benefits Programme

KiwiSaver

ContactSuite encourages you to save for your retirement. If you join KiwiSaver ContactSuite will pay employer contributions in accordance with legislation (currently 3% of your total taxable income). You will be provided with a KiwiSaver information pack and further information may be obtained at <http://www.kiwisaver.govt.nz>

Medical Insurance

You will be invited to join a medical insurance scheme (currently Southern Cross) on the basis the premiums you pay will be at discounted rates. Please note that admission to the scheme is subject to any requirements imposed by the provider.

The benefits provided in this section, and any additional benefits included in your appointment letter, are discretionary and may be changed or withdrawn by ContactSuite or the relevant provider. We'll make sure you are aware of changes that affect you.

Leave

We all work hard so we need holidays to recharge the batteries. Sometimes we need time off for sickness, family or other reasons. Provisions for leave are in accordance with prevailing legislation. The current provisions are summarized below.

Public Holidays

Public holidays are generally observed, but you may be required to work on a public holiday if necessary.

If you do not work on a public holiday then, provided that for you that day would otherwise be a working day, you will be paid not less than your relevant daily pay for the day.

If you work on a public holiday you are entitled to payment for the time worked at time and a half (as defined in the Act). In addition, provided that for you that day would otherwise be a working day, you are entitled to a whole alternative paid holiday.

Annual Holidays

Unless otherwise agreed in your appointment letter, your annual holiday entitlement is four weeks per year.

All holidays are subject to prior approval by ContactSuite. If you want to take holidays at a particular time, you need to advise your supervisor of your preferences at an early date. Due to the seasonality of ContactSuite's business you are encouraged to request holidays outside of peak work periods.

ContactSuite's policy is that holidays be taken within twelve months of falling due. Unless an alternative arrangement is agreed, where your holidays are not taken within 12 months of falling due ContactSuite may direct you to take such holidays.

Payment for annual holidays will be made in the normal pay period that relates to the period during which the holiday is taken.

ContactSuite may operate an annual closedown in part or all of the business. ContactSuite usually operates a closedown period in the Outbound Telemarketing division. You are required to take annual holidays during the closedown period. Holidays in advance may be approved at the discretion of ContactSuite. If you have been employed for less than 12 months as at the start of the close

down period you will not be entitled to payment for the period, but you will be paid 8% of your gross earnings up to that date, less the value of any paid holidays already taken.

Sick Leave

We appreciate that occasionally you will need time off work if you, your spouse or a dependant is sick or injured.

After 6 months' continuous service your entitlement is 10 days' sick leave for each year thereafter.

Unused sick leave may be accumulated to a maximum of 20 days. Additional sick leave may be granted at the discretion of ContactSuite depending on personal circumstances.

In the event sick leave is required you should notify your manager as early as possible before your normal start time; and thereafter on each day that you will be absent. Generally medical certificates are not required but where considered necessary by your manager you may be required to provide one.

Our expectation is that if you can't come to work you will let your manager know as soon as possible and keep us informed about when you will return so sufficient cover can be arranged.

Bereavement Leave

We understand the impact of losing people close to you. After 6 months' continuous service you are entitled to bereavement leave.

The entitlement to bereavement leave is as follows:

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- Three days' leave on the death of your spouse, child, brother, sister, parent, grandparent, parent-in-law or grandchild, or in the event you suffer a miscarriage or still birth.
 - Three days' leave in the event another person suffers a miscarriage or still birth and the other person is your spouse or partner, or your former spouse or partner and would have been the biological parent of the child, or a person who had undertaken to be the primary carer of the child, or the spouse or partner of a person who had undertaken to be the primary carer of the child,
 - One days' leave on the death of any other person where ContactSuite accepts that you have suffered a bereavement, having due regard to the closeness of the association between you and the deceased, whether you have to take significant responsibility for arrangements for the ceremonies relating to the death, and any cultural responsibilities you have in relation to the death.

Additional leave may be granted by ContactSuite depending on the circumstances.

Please advise your manager as soon as possible on the first day of absence, together with your expected date of return.

Parental Leave

Provisions for parental leave will be in accordance with the Parental Leave and Employment Protection Act 1987. Parental leave paid by the Government is available for eligible staff. Applications must be made to your manager at least three months before the expected date of birth or adoption. At least 21 days' notice must also be given of the intended date of return to work. For more details on parental leave entitlements please refer:

<https://employment.govt.nz/leave-and-holidays/parental-leave/>

Family Violence Provisions

If you are affected by family violence, you may request flexible working arrangements for up to 2 months in accordance with the Employment Relations Act 2000; and you are entitled to up to 10 days family violence leave per year as provided in the Holidays Act 2003. You may be required to provide reasonable evidence.

Note: You may obtain further advice on your holiday entitlements from the Ministry of Business Innovation and Employment (0800 800 863).

General Conditions

Confidential Information

You will gain information or knowledge during the course of your employment, which is confidential and/or commercially sensitive. This is information that is not in the public domain and includes information such as confidential business and technical information, business methods and management systems and information relating to clients and suppliers. It is important that you recognise this information and understand that you are not permitted, either during your employment or following its termination, to directly or indirectly release or disclose such information, use such information for personal use or use by any other unauthorised person, firm, company or entity.

Upon termination of your employment you must return any documents, letters, papers, business cards and other material of every description (including client lists and/or price structures, computerised records and copies of or extracts from the same) that you possess or control relating to the affairs and business of, or belonging to, ContactSuite.

Intellectual Property

All work, ideas, concepts, creations, designs, drawings, plans, software, reports, scripts, proposals and any other materials created by you in the course of or in connection with your employment with ContactSuite are the property of ContactSuite. You also consent to ContactSuite publishing works you have created or contributed to the creation of, without necessarily citing your involvement; and to ContactSuite amending or modifying any part of such work.

You may not use, copy, sell or pass on such intellectual property without the prior knowledge and authorisation of ContactSuite.

Conflict of Interest

During the course of your employment you should be careful to avoid situations, which might compromise your integrity or otherwise lead to conflicts of interest. You must avoid anything that could directly or indirectly compromise the standing of ContactSuite and its relationship with clients or suppliers and/or the general public. Care must be taken if you accept hospitality from either clients or suppliers over and above that required for the normal conduct of business.

While employed by ContactSuite you must not own, operate or otherwise be involved in any business that is in competition with ContactSuite. If you believe a conflict may exist you are encouraged to discuss this with your manager, preferably before any such arrangement is entered into.

If you work full-time for ContactSuite we expect that to be your priority. You must advise ContactSuite if you intend to undertake secondary employment so we can consider whether it may conflict with, or have a detrimental effect on, the performance of your duties with ContactSuite.

Gifts

Receiving gifts may induce you to provide services contrary to the best interests of ContactSuite, or create that appearance. Therefore before accepting any such benefit you must carefully consider the consequences and comply with our policy (Please refer to the Code of Conduct).

Internet, Intranet, Email, Mobile Phones

These tools are primarily to be used for business purposes. Limited personal use is permitted provided that does not impact your productivity, is not for commercial purposes or personal gain and does not breach any of our policies or interfere with the efficiency of our operations.

Social Media

When using social media you must ensure you do not divulge confidential information or make derogatory comments about any other party. Time spent on social media sites for personal reasons during working time must be reasonable and must not interfere with operational requirements.

Media Enquires

Any general media enquiries must be directed to the CEO. You are not permitted to make any form of media comment relating to our business, our clients or other staff without the express authority of the CEO.

Personal Declarations

You must immediately notify ContactSuite if you are or have been:

- Charged with, or convicted of, a criminal offence,
- Banned by ASIC or the FMA or disqualified by a court of competent jurisdiction from providing financial services,
- Dismissed from any position as a result of any misconduct with regard to fraud, theft or dishonesty.

Note: In the event that you provide incorrect, misleading or false information to the Company on your application for employment, you may be dismissed.

Personal Presentation

You are required to comply with standards of dress and personal hygiene appropriate to your role, as specified by ContactSuite from time to time.

Business Interruption

In the event of a natural disaster, workplace fire or flood, epidemic or pandemic, or other similar major event beyond the Company's control, it may not be possible for your employment to continue, or to continue unaffected.

As a term and condition of this agreement you understand and agree that in such a situation, the Company may unilaterally amend your terms and conditions of employment at its discretion and without notice or compensation, including without limitation by amending your duties, work location, hours of work and/or rates of pay.

In such circumstances the Company will consider applying for any subsidy or other financial support available from Government, to support some level of payment to you. The Company will also consider requests from you to take annual holidays or leave in advance.

If we cannot continue to employ you, your employment may end without notice, or payment in lieu of notice, or any compensation of any kind.

If practicable, the Company may consult with you before changing the terms of your employment, or terminating your employment, but that decision is at the sole discretion of the Company.

More Information

For more information on the above matters please also refer to the Code of Conduct.

Leaving us

Resignation

Unless otherwise agreed in your appointment letter, if you intend to resign you must give four weeks' notice in writing. Unless otherwise agreed between you and the Company the notice period may not be reduced by offsetting accrued annual holiday entitlements.

On receiving notice ContactSuite may elect to pay you in lieu of notice and require you to not work out some or all of the notice period. ContactSuite may also require you to remain at home on full pay during the notice period, or direct you to undertake an alternative role or duties on the same terms and conditions of employment while working out the notice period.

Where you do not give the required notice, the unworked period of notice will be deducted from your final pay.

Our expectation is that if you decide to leave you give the proper notice and assist us to make the transition.

Termination for Cause

If ContactSuite decides, after due process, that your performance or conduct is unacceptable, you may be dismissed.

In the case of serious misconduct you may be dismissed without notice.

In the case of less serious misconduct following earlier warning(s), unless otherwise agreed in your appointment letter you will be given four weeks' notice in writing. ContactSuite may elect to pay you in lieu of notice and require you to not work out some or all of the notice period.

Should you be absent from work for a continuous period of three days without the approval of ContactSuite, or without good cause, you will be deemed to have terminated your employment.

Termination for Medical Reasons

If you are unable to perform your role due to mental or physical illness or injury we may decide that your employment is to be terminated on four weeks' notice. Before we make that decision we will discuss the matter with you and consider any medical or other information you submit. ContactSuite may also request you, at its cost, to undergo a medical examination from a medical specialist nominated by ContactSuite to determine your state of health and the prognosis for a return to full duties.

Redundancy

Redundancy means a situation where your employment is terminated by ContactSuite, the termination being attributable, wholly or mainly, to the fact that the position filled by you is, or will become, superfluous to the needs of ContactSuite.

If your position becomes redundant efforts will be made to offer you employment in any available position which is suitable. No entitlement to notice or compensation will arise if suitable alternative employment is offered to you, or you accept an alternative role on lesser terms and conditions.

If you are declared redundant, unless otherwise agreed in your appointment letter, you will be given four weeks' notice, or payment in lieu of some or all of the notice period at the discretion of ContactSuite. No compensation is payable.

You may accept other employment during the notice period in which case you will not be paid for the unworked portion of the notice period.

Employee Protection Provision

In the event of a restructuring, as defined in section 690I of the Employment Relations Act 2000, in which ContactSuite enters into a contract or arrangement for the business (or part of it) to be undertaken by a new employer; or where the business (or part of it) is to be sold or transferred to a new employer, the following will apply.

If your role is directly affected ContactSuite will, as soon as possible taking into account the commercial and confidentiality requirements of the business, commence negotiations with the new employer about the likely impact of the restructure on you. The process ContactSuite will follow will include:

- Advising the new employer that ContactSuite's objective will be to arrange for your continued employment by them on your existing terms and conditions of employment, or terms and conditions no less favourable.
- Providing information about you to the new employer, subject to any statutory, commercial confidence, or privacy issues, including all details of your terms and conditions of employment,
- Providing you with relevant information about the new employer and its leadership,
- Advising you of intended timeframes for relevant meetings in the restructuring process,
- Advising you about the agenda for those meetings, which will include discussion about whether you will be offered employment by the new employer, the basis of any such offer (including whether you will transfer to the new employer on the same terms and conditions of employment), the timetable for the transition, and the process for consultation with you.
- Advising you who will attend those meetings.
- Reporting to you on the outcomes of any such meetings, to the extent they relate to you.

The process to be followed at the time of the restructuring to determine your entitlements will involve ContactSuite discussing the options with you, including what entitlements may be available to you if you do not transfer to the new employer, and any other proposals you may want to raise. In the absence of agreement:

- If you are offered employment in a similar capacity or in a capacity you are willing to accept, on terms and conditions of employment which are the same or generally no less favourable than your existing terms and conditions, you will not be entitled to any notice (or payment in lieu) or any other benefit, whether or not you accept the offer.

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- If the new employer does not offer you employment, or you are offered and decline employment on terms and conditions which are generally less favourable than your existing terms and conditions, you will be given written notice of termination of employment in accordance with the Redundancy provisions above.

Return of Property

Upon termination of employment for any reason, you must immediately return all ContactSuite property in your possession (including electronic devices and associated passwords) and all documents and any other records, files and papers within your possession or control which are the property of ContactSuite and which in any way relate to our business affairs, without retaining copies unless prior written approval has been given.

No Disparaging Comments

Following termination of employment for any reason, you undertake not to make disparaging comments about ContactSuite, its officers, employees, contractors, clients, suppliers or business partners.

Post-Employment Obligations

ContactSuite does not want to prevent you from obtaining alternative employment should you wish to leave. However, we naturally wish to protect our business relationships and our confidential information. For that reason certain restrictions on your activities following the termination of your employment, may be set out in your appointment letter.

If in your appointment letter it is agreed that you hold a key role, unless you first obtain the written consent of ContactSuite to waive or reduce any restraint, you agree that during your notice period and for the term specified in your appointment letter following termination (however that occurs), you will not:

- Be directly or indirectly involved in any capacity (whether as an employee, contractor, consultant, partner, trustee, principal, agent, shareholder, director, self-employed person or otherwise) in any business or activity in competition with ContactSuite **(Non-Competition)**, or

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- Directly or indirectly solicit, canvass, procure, or attempt to entice any person or entity which, within the 12 month period prior to the termination of your employment, was a client, supplier, or employee of ContactSuite, to change the nature of their relationship with ContactSuite, or assist any person, firm or corporate to do any of the same **(Non-Solicitation)**, or
 - Directly or indirectly deal with any person or entity which, within the 12 month period prior to the termination of your employment, was a client or supplier of ContactSuite, or assist any person, firm or corporate to do any of the same **(Non-Dealing)**.
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Our expectation is that following termination you comply with your obligations to protect our confidential information and do not compete with ContactSuite or solicit our clients, suppliers or staff within the restricted time frames.

Note: Obligations concerning protection of confidential information continue after the end of the restraint period.

You acknowledge that the above restraints are fair and reasonable and necessary to protect the goodwill subsisting in our business; and that the offer of employment and your level of remuneration provide adequate consideration for such restraints.

Resolving Employment Problems

In the first instance, you should discuss any problem with your manager. If that is not successful, or you think it is inappropriate to raise it with your manager because of the nature of the problem, you should then approach your manager's manager.

In order to resolve any problem, you should specify what the problem is and the facts that gave rise to the problem. You should also specify a solution or outcome that would be acceptable. It is preferable that you submit this information in writing.

You may represent yourself in the process or choose to be represented by another person, group or organisation.

If the problem remains unresolved, either party may seek mediation from the Mediation Service of the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority.

If the employment relationship problem is a personal grievance concerning sexual harassment in your employment, you have 12 months to raise the matter with ContactSuite, starting from the time the event occurred or came to your attention, whichever is the later. All other types of personal grievances must be raised within 90 days of the grievance arising or coming to your attention, whichever is the later.

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Employment Relations Authority for the resolution of the grievance or a complaint under the Human Rights Act 1993, but not both.

Our expectation is that you will promptly advise your manager of any employment problem so it can be resolved as quickly as possible.

ContactSuite

Code of Conduct



Introduction

Purpose

The purpose of this Code is to clearly set out our standards of integrity and business conduct. While it is comprehensive it is not exhaustive and any action not specifically covered is not permitted if, by its nature and in light of reasonable community standards, it would be considered to be unacceptable. The Code will be updated by ContactSuite as necessary to remain relevant to current business practice and legislative requirements.

One code for everyone working in ContactSuite

Whether you're a staff member, contractor, client, supplier or business partner, your contribution is valued and so the benefits and obligations of this Code apply to you. You are expected to behave in a manner consistent with the Code, encourage others to do the same and report any behaviour that appears to be inconsistent with the Code.

Managers are also responsible for modeling the standards of behaviour detailed in the Code, applying the Code in an objective manner and appropriately addressing any behaviour that appears inconsistent with the Code.

Breaches of the code will be dealt with in terms of the ContactSuite Disciplinary Procedure or the applicable terms of any contract.

Serious breaches of the Code will be treated as serious misconduct, which may result in dismissal without notice

As well as this Code, ContactSuite also has a number of applicable policies with which you should make yourself familiar.

You should refer to the Code as often as necessary and ask questions if you're unsure about any aspect of it, or are unsure about how you should respond to particular situations. If you need assistance or advice you should contact your manager.

Reporting Concerns

If you have a concern about any aspect of our operations or the potential impact of the actions of any other person, you should immediately escalate the matter to your manager, or your manager's manager.

ContactSuite undertakes to deal with any issue of concern to you with confidentiality, fairness and respect for your rights.

We treat people fairly

Professionalism and Performance

We expect you to consistently perform to the best of your ability, deliver on your responsibilities and make the fullest contribution you can to the success of ContactSuite. Your actions must not bring ContactSuite into disrepute.

We will ensure that all people in the business are respected as individuals and encouraged and assisted to maximise their potential.

Diversity

We embrace diversity and recognise and respect the cultural differences of all people in the business. We care for each other, treat everyone with respect and work together as a team to create a successful business and a great place to work. We will not tolerate discrimination – whether on grounds of gender, marital status, religious or ethical belief, colour, race, ethnicity, disability, age, political opinion, employment or family status, or sexual orientation.

Selection on Merit

Our success depends on the calibre and commitment of our people. For any role we will engage the person most appropriately qualified in terms of skills, knowledge, experience and behavioural attributes. The same principles apply in respect of our engagement with clients, contractors, suppliers and business partners.

No Harassment or Bullying

ContactSuite aims to provide all people with a work environment free from harassment and will treat all complaints seriously and sensitively. Harassment includes any unwelcome comment, action or gesture towards another person that they find insulting, humiliating or offensive. The behavior may be repeated or a one-off incident, but is behavior that is significant enough that it adversely affects the other person's performance or working environment. Harassment is behaviour that is unwanted by the recipient even if the recipient does not tell the harasser it is unwanted. Harassment and offensive behaviour are unacceptable, including the following examples:

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- Unwelcome and suggestive scrutiny of physical characteristics.
 - Improper suggestions, physical closeness or contact, verbal innuendoes, and jokes or comments of a sexual or racial nature.
 - Mocking remarks about appearance, race, colour or speech.
 - Display of offensive printed or electronic material.
 - Ostracism.
 - Bullying.
 - Unwelcome requests for sexual contact or actual physical contact.
 - The use of words of a sexual nature whether written or spoken.

Bullying is defined as repeated and unreasonable behavior directed towards another person at work that creates a risk to health and safety. Bullying includes victimising, humiliating, intimidating, or threatening another person. ContactSuite is committed to ensuring that you are safe at work and that any such behaviour is addressed appropriately.

You may raise any harassment or bullying issues with your manager, your manager's manager, or any representative of your choice. Where ContactSuite has information to suggest that any form of harassment or discrimination may have occurred we will take action to stop it.

We operate safely

Health & Safety

ContactSuite is committed to the health and safety of all people in the business and will take all steps reasonably practicable to reduce health and safety risks.

You are expected to act appropriately and comply with all our health and safety policies and refrain from any activity that contravenes applicable laws and regulations. You are responsible for ensuring you work safely and do not put any other person at risk due to your actions. If you have any concerns regarding the work environment or if you have positive suggestions for improvement you should raise these with your manager.

Drugs and Alcohol

We have a zero tolerance policy on the use of drugs and/or alcohol that may impair your capacity to work safely, efficiently and with respect for all people in the business.

Where our policy allows for a social drink in a work related setting our expectation is that at no time will your actions bring ContactSuite into disrepute or damage business relationships, or create a health and safety risk.

No prohibited drugs are to be brought into, or consumed on our premises or those of our clients, suppliers or business partners. If you are taking prescription medicine that may affect your work performance, judgement or behaviour, you should advise your manager so an informed decision may be made as to whether you are fit to continue working.

You may be required to undergo tests for drugs and alcohol in accordance with the ContactSuite Drug and Alcohol policy, which provides for testing where there is reasonable cause to do so, post incident or injury, where employees are working in safety sensitive roles, or to comply with client requirements.

Involvement in the manufacture, cultivation, supply, dealing or use of controlled drugs is also a serious breach of this Code.

Smoking / Vaping / e-Cigarettes

In accordance with legislation, no person may smoke, vape or use e-cigarettes in the indoor area of a workplace, including motor vehicles, or in any other designated area.

Environmental Sustainability

We are also committed to achieving and maintaining a high standard of environmental care in all aspects of our business.

You are expected to act appropriately and comply with any relevant environmental policies and refrain from any activity that contravenes applicable laws and regulations.

We act with integrity

Conflicts of Interest

You should avoid any activity, interest or relationship with any entity or person that would create, or might appear to others to create, a conflict of interest situation.

A conflict of interest situation is one that could harm ContactSuite or its reputation, impact on your capacity to discharge your duties, create a public perception of a political or similar association with ContactSuite or create an opportunity that could give the perception an unfair advantage has been provided to others.

Unless appropriately authorised, you must not use for your personal benefit, or assist others to use, any information concerning any aspect of our business, nor may you use any funds or property of ContactSuite for purposes other than the proper business of ContactSuite.

You must not appropriate to yourself, or divert to any other person or entity, a business or financial opportunity that you know, or reasonably could anticipate, ContactSuite would have an interest in pursuing.

Any conflict of interest should be promptly declared, preferably before any conflict arises.

Relationships with entities that relate to ContactSuite

Clients, suppliers and competitors of ContactSuite are the most obvious entities with whom you should avoid a conflict of interest. Others may be business advisory companies or institutions and government departments with which ContactSuite may have dealings.

You must not enter into any agreement with a client, supplier, or competitor in which you or an immediate family member have an interest, without the prior approval of ContactSuite. In this context relationships include an ability to influence a decision made by such an entity, such as a relationship with a board member, employment in any such entity, a financial relationship with any such entity or a family relationship with someone who is employed by, has influence in, or has a financial relationship with any such entity. A shareholding of less than 5% is deemed not to be a conflict of interest.

Time Commitments

You should consider carefully any potential time commitments to other entities that may conflict with your responsibilities to ContactSuite. This may include a second job, involvement with a not-for-profit organisation, community services and personal financial enterprises.

Public Profile

You should also consider the impact of holding public office or presenting or promoting products, services or ideas on television or in other media. Care should be taken to ensure such activities do not conflict with your responsibilities to ContactSuite or unfavourably impact the reputation of ContactSuite.

Internal ContactSuite Relationships

Internal conflicts of interest must be declared immediately. This includes the ability to benefit a staff member, contractor or supplier with whom you have a personal relationship, but is more relevant to a close personal relationship between a subordinate and a superior.

No Disparaging Comments

Both during employment and after termination you must ensure you do not make disparaging comments about ContactSuite, its officers, employees, contractors, clients, suppliers or business partners.

Gifts, Fees, Rewards and Gratuities

Sometimes we receive gifts from people pleased with our work. However, receiving such gifts may induce you to provide business contrary to the best interests of ContactSuite, or create that appearance. Therefore before accepting any such benefit you must carefully consider the consequences and comply with our policy:

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- If the gift may induce you to provide business contrary to the best interests of ContactSuite, or create that appearance, do not accept it.
 - If the image of ContactSuite would be compromised if the media became aware of the gift, do not accept it.
 - You may accept, without further action, any gift with a value of less than \$200 as long as it does not contravene the previous statements, but you must advise your manager.
 - Before accepting gifts of air travel, accommodation and significant items valued at over \$200, you must have the approval of your Manager. ContactSuite may, at its discretion, exercise the right to recover the cash or the benefit from you.

You must not solicit any fee, reward, gratuity, gift or other consideration from any entity that has any business relationship with ContactSuite.

Sponsorship / Community Support / Donations

As an industry leader ContactSuite helps to build better communities in an industry and corporate citizenship capacity. To ensure governance of such activities there are clear rules concerning the process for dealing with such requests as set out in the relevant policy.

You should not seek sponsorships or promise any form of financial support to advance the interests of ContactSuite, or for your personal gain.

Record Keeping

Wherever we are required to record data about any aspect of the business, whether for internal purposes or to satisfy any legal or regulatory requirement, we ensure that all such records are accurate.

Anti-Bribery and Anti-Corruption Policy

ContactSuite is committed to conducting its business ethically and complying with all applicable laws and regulations. All forms of bribery and corruption are unacceptable.

You are responsible for preventing acts of bribery and corruption and you must report any unethical or anti-competitive practices. ContactSuite will support you in communicating and reporting on misconduct, and is committed to protecting “whistle blowers” from retaliation or discrimination.

You may raise a concern anonymously.

To report any concerns advise your manager or your manager’s manager.

Criminal Convictions/Pending Court Action

If you are convicted of a criminal offence (including driving under the influence of alcohol) or you become subject to any court action, you must promptly notify your manager.

We protect information

Confidential Information

We protect the private information of our people, clients and suppliers. No information may be disclosed concerning any business of ContactSuite, or its contractors, clients, suppliers or business partners, other than for the proper conduct of our business.

You must immediately inform your manager, your manager's manager of any suspected or actual unauthorised use, copying or disclosure of confidential information. You can raise your concern anonymously.

Information Systems and Equipment

The security of ContactSuite's information systems is governed by the Information Systems Security Policy (ISSP). The key elements of the ISSP as it relates to you are included below, however the full policy is available on request from your manager. The ISSP may be updated by ContactSuite from time to time to reflect the introduction of new technology, new business initiatives or best business practices.

You will receive training in security and correct use of information systems, logon procedures and the use of software and packages. You will also be required to undertake regular refresher or update training on dealing with sensitive or confidential information or other security matters.

Access to areas within the ContactSuite offices are restricted and protected by access control systems which includes biometric (fingerprint) and swipe card type systems. Within secure areas you are required to wear a visible identification badge at all times, and should report or challenge any person without visible identification.

You are not permitted to attach any computer hardware to, or install any software on, ContactSuite's information systems or resources without authorisation.

You will be allocated one or more unique individual user IDs to access ContactSuite and its clients' information systems. It is your responsibility to protect your user ID and any passwords. Sharing of user accounts, access cards or security tokens is prohibited.

If you become aware that your password is known by any other individual, your password should be changed immediately and any suspected unauthorised use reported to a manager or IT Support.

The use of any device owned by ContactSuite or the use of any device regardless of ownership that is connected to any of ContactSuite's resources shall constitute use of ContactSuite's resources. This includes mobile and fixed telephony devices and extends to the use of any ContactSuite email accounts or subscription accounts provided to ContactSuite by any third party.

Use of any personal devices for work purposes (eg email, homeworking) requires authorisation and may be subject to additional requirements (eg appropriate and up to date antivirus software) before use is permitted.

Whilst ContactSuite desires to allow a reasonable amount of privacy to users, you should be aware that your use of ContactSuite's resources remains the property of ContactSuite and ContactSuite cannot guarantee the confidentiality of information created.

ContactSuite conducts surveillance on the use of all of ContactSuite's information systems including internet usage and use of mobile devices and may access all information on any devices including usage and the websites visited.

Your use of ContactSuite's information systems constitutes your agreement to ContactSuite requesting and receiving information from its service providers (eg Spark, Vodafone, etc) regarding your usage, including websites visited by you using ContactSuite's resources.

Unacceptable Use

ContactSuite may face potential liability due to the use of any ContactSuite system for unlawful purposes, or the distribution/storage/transmission of any unlicensed, illegal, pirated or inappropriate file, image, software, email or material. Such activity is therefore expressly prohibited.

Internet Use

You must not break any laws while using the internet nor access inappropriate sites containing offensive language or material, or sites containing potentially dangerous content. You must also be aware of copyright, intellectual property and trademark issues when accessing information on the Internet.

Reasonable private use of the Internet is acceptable, but should never interfere with your work performance. You are expected to exercise good judgment regarding the reasonableness of personal use.

Social Media

Only authorised material or comments may be posted or shared on any of our digital properties (eg Facebook, LinkedIn, Twitter) and then only by authorised spokespersons.

Time spent on social media sites for personal reasons during working time must be reasonable and must not interfere with business commitments.

On social media sites the following activities are not permitted:

- Revealing confidential information of ContactSuite or any other person or entity.
- Making unlawful disclosures.
- Making derogatory or offensive comments about any person or entity that could bring ContactSuite into disrepute.
- Endorsing products or accepting payment for social media activity without the consent of your manager.
- Posting anonymously or withholding appropriate disclosures in a manner likely to mislead or deceive the audience.
- Posting images related to ContactSuite, unless you are properly authorised to do so in relation to your role.
- Using the account of another person or entity without authorisation.
- Condoning, glamorising or endorsing illegal activity.
- Allowing your personal social media interaction to interfere with your employment obligations to ContactSuite.

Media Statements and Public Addresses

Any general media enquiries must be directed to the CEO. You are not permitted to make any form of media comment relating to our business, our clients or other staff without the express authority of the CEO, or a manager with the appropriate delegated authority.

You should also consider the impact of media comments made in your private capacity, to ensure such activities do not conflict with your responsibilities to ContactSuite or unfavourably impact the reputation of ContactSuite.

We use resources responsibly

Business Equipment

ContactSuite provides many resources for the conduct of its business which must be used in a responsible manner, including digital communication equipment.

Unauthorised removal or unauthorised possession of ContactSuite property or the property of other persons is not permitted. All serious cases will be referred to the Police. Any disciplinary action ContactSuite may take is quite separate from, and additional to, any action the Police choose to take.

Financial Resources

We commit to expenditure in a prudent manner, regardless of whether it's a minor travel expense reimbursement or the purchase of a significant item of equipment.

The first step is to ensure you have the delegated authority to make the purchase concerned. If not seek the proper approvals. Then it's a matter of ensuring we are getting value for money and that the cost is justified by the returns when viewed objectively.

Vehicles

To be authorised to drive a Company motor vehicle you must have a current driver's licence for the appropriate class of motor vehicle. Where you are assigned a particular vehicle, you are responsible for regular maintenance checks. You must report all concerns about the vehicle's mechanical condition to your supervisor/team leader.

Subject to the above, you may use Company vehicles for work related purposes provided your supervisor/team leader gives permission.

The Company is not responsible for any traffic violations whilst the vehicle is in your care, other than those that are the responsibility of the vehicle owner.

Unauthorised use or irresponsible use of a Company vehicle is not permitted.

If your duties require the driving of a motor vehicle your employment may be terminated in the event you are convicted of a driving offence resulting in loss of licence.

Note: Should you be involved in a motor vehicle accident in a ContactSuite vehicle and be found to be at fault in such accident you may be given a written warning to the effect that any further incident of a similar nature may result in your dismissal without notice. You may also be liable to reimburse ContactSuite for the costs of any repairs that are not met by the Company's insurer.

Summary

Commitment

We all undertake to comply with the Code and at all times adhere to the standards of integrity and business conduct.

Not sure what to do?

While the Code is comprehensive it is not exhaustive. Matters addressed in this Code may be covered more extensively in other policies and procedures. If you're faced with making a decision and unsure what to do, consider the following points:

- Is the proposed action in accordance with our business principles?
- Do I have the delegated authority to make the decision?
- Have I checked the facts of the matter?
- Am I acting with integrity?
- When viewed overall, is it the right thing to do?

If you're still unsure, speak to your Manager or your manager's manager.

Taking Action

If you have a concern about any aspect of our operations or the potential impact of the actions of any other person, you should immediately escalate the matter to your Manager, or your manager's manager.

ContactSuite undertakes to deal with any issue of concern to you with confidentiality, fairness and respect for your rights.

Disciplinary Procedure

Any allegation of unsatisfactory performance or unacceptable conduct will be subject to the Disciplinary Procedure, which comprises the following steps:

Step 1: Preliminary investigation

Your manager, or a representative appointed by ContactSuite, will examine the allegation to determine whether or not there is any substance to the allegation.

Step 2: Advice to employee

Where your manager, or a representative appointed by ContactSuite, determines that the allegation has substance you will be advised of the nature of the allegation, the potential impact on your employment if the allegation is sustained, the right to be represented in the process and the fact that the matter will be fully investigated.

Step 3: Stand down

Where the seriousness or nature of the incident requires, you may be stood down and required to remain available for discussions on the matter.

Except in exceptional circumstances, where a stand down is being considered you will be given the opportunity to comment on the proposed stand down before the decision is made. Such stand down will usually be on pay, unless the period of stand down extends beyond two weeks due to a Police prosecution or investigation (or any other third party enquiry) or if you unreasonably delay or refuse to participate in the disciplinary process.

Step 4: Formal investigation

A formal investigation will then be carried out by your manager, or a representative appointed by ContactSuite.

Relevant information obtained in the investigation will then be presented to you so that you have the opportunity to consider it before being interviewed.

Step 5: Employee Interview

You will then be advised of the time of a meeting to discuss the matter and reminded of your right to be represented or have another person present as a witness. When the meeting commences the allegations will be described to you, supported by all other relevant information obtained in the investigation.

During the Interview you will be given the opportunity to provide an explanation and ask any questions.

Step 6: Consider employee's explanation

The meeting will then be adjourned to consider your explanation. Further investigations and interviews will be conducted if required.

Step 7: Decision

If your manager, or a representative appointed by ContactSuite, determines that the allegation is not substantiated no action will be taken against you and you will resume duties as directed.

If your manager, or a representative appointed by ContactSuite, determines that the allegation is substantiated, ContactSuite will decide on the appropriate form of disciplinary action.

In cases of serious misconduct, you will be liable to dismissal without notice.

Less serious misconduct or unsatisfactory work performance will be subject to the following disciplinary action:

- In cases of unsatisfactory performance or the first instance of misconduct a verbal warning may be given, which will be confirmed in writing.
- Where unsatisfactory performance continues after a verbal warning or there is a further instance of misconduct after a verbal warning or the level of misconduct justifies going straight to a written warning, then a written warning may be given.
- Where unsatisfactory performance continues after a written warning or there is a further instance of misconduct after a written warning or the level of misconduct is sufficiently serious to justify going straight to a final warning, then a final written warning will be given.
- Where unsatisfactory performance continues after a final written warning or there is a further instance of misconduct after a final written warning, then dismissal with notice will occur.

Step 8: Implementation

Your manager, or a representative appointed by ContactSuite, will then call a meeting with you to convey the decision. You are entitled to be represented or have another person present with you at this meeting.

After the meeting the decision will be confirmed in writing.

Each warning may be for unrelated matters. A copy of all warnings will be kept on your personal file.