

Terms & Conditions of Contract (Rodney)



Ripple Recruitment Limited trading as RIPPLE referred to as the Company

referred to as the Client hereafter referred to collectively as "the parties".

1 ACCEPTANCE

These Terms and Conditions apply to all Assignments current and future, subject to any variation recorded in writing and agreed to by the parties.

2 ADDITIONAL AND IMPLIED TERMS

2.1 These Terms and Conditions (subject to variation under clause 1) and the terms agreed in respect of each assignment comprise all the terms, representations and warranties between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.

2.2 All implied terms, conditions and warranties are expressly excluded from this contract to the fullest extent permitted by law.

2.3 All representations, warranties or commitments made by a Company agent or representative must be first authorised in writing by a manager or person of authority in the Company. The Company shall not be bound by any unauthorised statement.

2.4 Where the Client is a proprietary company, trust partnership or association, the persons signing these terms on behalf of the Client guarantees the performance of the Client's obligations under these terms including the obligation to pay money.

3 FEES

3.1 The Client will pay a fee calculated in accordance with these Terms and Conditions if a Candidate referred to or interviewed by the Client for any position by the Company is employed as an employee or engaged as an independent contractor by:

- (a) the Client or any related company of the Client such as but not limited to a parent or subsidiary company; or
- (b) any other person or organisation to whom the Candidate is referred by the Client within the period commencing on the initial referral or interview and expiring six (6) months after the most recent referral or interview.

3.2 For the purposes of this Clause 3, "Candidate" includes any person contained in a submission or short list made by the Company to the Client, even though the person may be presented independently to the Client.

3.3 The Service Fee payable by the Client will be in accordance with Clause 3 and will be



3.4 If this package includes a commission, bonus or allowance payments, the expected total package value will be agreed upon prior to undertaking the assignment and a fee will be negotiated.

3.5 If a vehicle is included in the package, this will be valued at NZ\$12,500 per annum.

3.6 The fee is invoiced to the Client when a Candidate introduced by the Company is offered a position of employment verbally or in writing under any conditions within six calendar months after the most recent referral or interview.

3.7 Where the Client briefs the Company to provide services on a "client paid basis" (e.g., for advertising, psychometric assessments), this is additional to the fee paid in accordance with clause 3.1 above.

- a) Marketing package options according to Schedule A of this agreement
- b) Alternative marketing options maybe selected by the Client and the Company, and the Client will agree to the fee to be paid for these additional services before they are provided.

4 PAYMENTS

4.1 The service fee and all agreed advertising costs are non-refundable for any reason whatsoever.

4.2 The Client will pay the Service Fee plus GST which is invoiced by the Company

New Zealand Citizens and New Zealand Permanent Resident Holders

a) within 7 days of the date of a Company invoice following the Clients receipt of a signed Individual Employment Agreement from the Candidate

All other legally eligible work Visa holders

- b) in 3 equal instalments from the date of a Company invoice
 - i) Instalment 1 of 3 following the Clients receipt of a signed Individual Employment Agreement from the candidate
 - ii) instalment 2 of 3 following the notification from Immigration New Zealand that the Candidate's work Visa has been granted
 - iii) instalment 3 of 3 when the candidate presents on the first day of employment in accordance with the Individual Employment Agreement

4.3 For the avoidance of doubt, any payments to be made under this agreement are exclusive of GST (if any) and any GST must be added and paid by the person to whom the goods or services are provided.

4.4 A claim or dispute raised by the Client does not entitle the Client to set-off against, or withhold payment of, any money owed to the Company.

4.5 The cost of recovering any debt owed to the Company by the Client shall be met by the Client.

5 TESTING, AND SUITABILITY

5.1 The Company will reference check candidates when the Company considers it appropriate and practicable to do so.

5.2 The Client may request specific testing of the candidate at a fee payable by the Client. The Company and the Client will agree to the fee to be paid for these additional services before they are provided.

5.3 The Company will use its best endeavours to make known to the Client the candidate's employment records, qualifications and salary requirements as accurately and objectively as possible.

5.4 Except where the Company is precluded by the Candidate or by law, the Company will not withhold any information about a Candidate which might adversely affect the Client.

6 LIABILITY

6.1 The Client:

- (a) has absolute discretion as to the employment or engagement of a Candidate; and
- (b) is responsible for all acts and omissions of the Candidate; and
- (c) is responsible for all remuneration or fees payable to the Candidate.

6.2 The Company will not be liable for any loss, damage or expense suffered by the Client resulting from the acts or omissions of a Candidate or from any delay or failure by the Company to refer a Candidate to the Client.

Initials _____

Terms & Conditions of Contract (Rodney)



6.3 The Client indemnifies the Company against any loss, damage or expenses suffered by the Client arising from the referral of, or any acts or omissions of, any Candidate or the Client, or arising from any breach of these Terms and Conditions.

6.4 The provisions of this clause 7 continue to bind the parties after these Terms and Conditions have ceased to apply.

7 NATURE OF RELATIONSHIP BETWEEN CLIENT AND CANDIDATE

7.1 The parties acknowledge that if a Candidate is employed by the Client, the Client becomes the employer of the candidate and will be responsible for complying with all legislation (including but not limited to the Employment Relations Act 2000) relating to employers and employees.

7.2 The parties acknowledge that unless a Candidate is directly engaged by the Client as an employee or an independent contractor, the Candidate will remain engaged by the Company.

7.3 If the Client enters directly into an independent contract agreement with the Candidate, the Client will be responsible for any contractual obligations or liabilities arising under that agreement.

8 CONFIDENTIALITY

8.1 The Company will keep confidential all information imparted to the Company by the Client which relates to the business of the Client and which the Client declares is confidential.

8.2 All information supplied by a party to another is confidential and must not be disclosed to any other party without the written consent of the discloser.

8.3 All information in respect of a Candidate is confidential information imparted to the Client for the sole purpose of enabling the Client to determine whether the Candidate is suitable for employment.

9 GUARANTEE

9.1 The following guarantees apply and are subject to:

9.2 Payment of the placement fee in full as provided in Clause 4.

9.3 Notification having been given to the Company by the Client of the intention to call upon the guarantee prior to the expiration of the guarantee period.

9.4 Abandonment of employment as defined by Employment New Zealand.

9.5 Abandonment of employment during the guarantee period is not due to restructuring of the job or redundancy or redeployment initiated by the Client.

9.6 No credit applies if the vacancy is filled through other sources unless the Company is provided with the exclusive opportunity to submit a replacement candidate to the original job specification within (4) weeks of the date of notification of abandonment of employment.

9.7 Except as provided in this Clause 5, the Client is not entitled to recover any money from the Company.

9.8 If the Candidate abandons employment during the period of 28 calendar days following the 1st day of employment in accordance with the Independent Employment Agreement the Company will endeavour to procure a suitable replacement within (4) weeks.

9.9 If a suitable replacement Candidate is not found by the Company a credit will be given by the Company to the Client to be offset against future fees which may become payable by the Client to the Company.

9.9 Credits will be applied at 75% of the fees of the Candidate.

10.0 Hands off agreement defined as the Company and its legal representative's agreement to not solicit employees from the Client until this agreement is terminated according to clause 10.

10.1 This does not include employees of the Client who solicit the services of the Company.

10.2 The Company guarantees to continue seeking a new hire for all vacancy briefs provided to the Company by the Client until either

- a) the vacancy is filled by the Company or the Client
- b) the vacancy is withdrawn from the Company by the Client
- c) this agreement is terminated according to clause 10.

10 TERMINATION

10.1 This contract can be terminated by either party for breach of contract or by mutual agreement effective 2 weeks upon notice given by either party and accepted by the other party in writing or earlier if agreed by both parties.

10.2 The Client may withdraw a specific vacancy without terminating this agreement.

10.3 When a vacancy is withdrawn a withdrawal fee may apply at the discretion of the Company.

10.4 If the vacancy is withdrawn within the first four weeks of the vacancy listing with the Company the service withdrawal fee shall be up to 50% of the minimum service fee had the Company been given the opportunity to fill the vacancy.

11 GOVERNING LAW

11.1 These Terms and Conditions are governed by New Zealand law.

11.2 These Terms and Conditions are binding on, and for the benefit of, the successors of the Client and the successors and assigns of the Company.

11.3 The Client may not assign this agreement without the prior written consent of the Company.

Ripple Recruitment Limited

Director - Kayleen Martin

Signature

Date

Client Full Name

Signature

Date

Initials _____

Copyright © 2024 Ripple Recruitment

Terms & Conditions of Contract (Rodney)



Schedule A

MARKETING PACKAGES

<p>ADVERTISING WRITING & DESIGN</p> <p>SOCIAL MEDIA</p> <ul style="list-style-type: none"> • LinkedIn- Personal • Facebook - Personal • LinkedIn - Ripple • Facebook - Ripple <p>JOB BOARDS</p> <ul style="list-style-type: none"> • Ripple • Manatal • LinkedIn • Indeed • Jooble • Google for Jobs • Facebook - multi-region 	<p>✓</p> <p>✓</p> <p>✓</p> <p>TRADE ME OR SEEK</p> <p>Design Posting Management</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>60s Video Interview Advertisement</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>TRADE ME AND SEEK</p> <p>Design Posting Management</p> <p>✓</p>
BASIC	STANDARD	PREMIUM	OPTIMUM
COMPLIMENTARY	\$525 + GST *30% Credit on Marketing Service Fee	\$975 + GST *30% Credit on Marketing Service Fee	\$1,425 + GST *30% Credit on Marketing Service Fee

• Prices are GST exclusive
 • Service paid monthly in advance

* Credits are applicable when a new hire is discovered through Trade Me/Seek within the first 4 weeks of the marketing package being activated and credits are then deducted from the next subsequent Marketing Package invoice.
 • To qualify for credits, the marketing package must be purchased simultaneously with the listing of the vacancy with Ripple Recruitment Limited, and the new hire must be identified through Ripple Recruitment Limited within the initial 4 weeks of implementing the marketing package.
 • All package payments and associated credits are governed by the terms outlined in clause 4 of the Ripple Recruitment Limited Terms of Trade.
 • prices are accurate as of the January 2024 publishing date and may be subject to change.

Ripple Recruitment Limited © 2024 All rights reserved

Marketing Package Selection:
