



**COVERSTAFF INTERNATIONAL LIMITED**  
**TERMS & CONDITIONS OF BUSINESS**  
**for**  
**PERMANENT POSITIONS**

**PARTIES:**

**BETWEEN** \_\_\_\_\_ (“the Client”)

**AND** **Coverstaff International Limited** (“Coverstaff”)

The parties agree that Coverstaff will provide recruitment services to the client, namely to locate, select and refer Candidates for permanent employment or independent contracting assignments upon the following terms and conditions:-

**1 ACCEPTANCE**

- 1.1 These Terms and Conditions apply to all referrals of Candidates for employment on assignments, and comprise all of the terms, representations and warranties between the parties, subject to any variations recorded in writing and signed by the parties. These terms and conditions supersede all prior discussions and agreements relating to the subject-matter of this agreement.
- 1.2 All implied terms, conditions or guarantees are excluded from this contract to the fullest extent permitted by the law.
- 1.3 All representations or guarantees made by an employee or representative of Coverstaff must be in writing.

**2 FEES PAYABLE**

- 2.1 The Client will pay an agreed fee as set out in the attached Fees Schedule. The fee is calculated as a percentage of the Candidate's first 12 months' gross annual full-time remuneration package (including all payments, superannuation, bonuses, and benefits in kind, including motor vehicle).
- 2.2 The fee is payable if a Candidate referred to the Client by Coverstaff is employed as an employee or engaged as an independent contractor, whether on a full-time or part-time basis, in any capacity by the Client, or any other person or organisation to whom the Candidate is referred by the Client, within a period of 6 months commencing from date of the initial referral.
- 2.3 The fee is payable in full if, within 6 calendar months of the resignation or termination of the Candidate's employment or contract for services as contemplated in these Terms and Conditions, the Client re-employs or enters into a contract for services with the Candidate.
- 2.4 “Candidate” includes any person contained in a submission or short list made by Coverstaff to the Client for permanent employment.
- 2.5 Should the Client notify Coverstaff of its cancellation of a vacancy after Coverstaff has commenced recruitment services to the Client as contemplated by these Terms and Conditions, the Client shall pay Coverstaff a fee of \$300.00.

**3 PAYMENTS**

- 3.1 The Client will pay all fees (plus GST) and other agreed costs (eg advertising, psychometric testing and security checks) invoiced by Coverstaff, within 7 days of receipt of a Coverstaff invoice.
- 3.2 Coverstaff shall charge a late payment fee of 5% per calendar month on any outstanding balance if payment is not made by the due date.
- 3.2 Any claim or dispute raised by the Client does not entitle the Client to set-off against, or withhold payment of, any money owed to Coverstaff.
- 3.3 Coverstaff reserves the right to claim from the Client all costs incurred by it in recovering any debt owed to Coverstaff by the Client.
- 3.4 Money Stop Guarantee: Coverstaff will cease to invoice any remaining months fees pertaining to a particular candidate placement if the candidate leaves, resigns or is dismissed (while the client meets its requirements under the Employment Relations Act 2000).

**4 REPLACEMENT GUARANTEE**

This guarantee applies only where all money owing under these Terms and Conditions has been paid.

- 4.2 If the Candidate leaves or is dismissed fairly by the Client (while the Client meets its requirements under the Employment Relations Act 2000), within the period of the fees schedule from the date of his or her commencement of employment or engagement as an independent contractor with the Client, Coverstaff will use its best endeavours to procure a suitable replacement Candidate if the replacement option guarantee has been undertaken.
- 4.3 Coverstaff's replacement guarantee will apply to the initial placement only.
- 4.4 If a suitable replacement candidate is not found by Coverstaff within a reasonable time a credit will be given by Coverstaff to the client to be offset against future permanent fees (if any) which may become payable by the client to Coverstaff.

**5 TESTING, REFERENCE CHECKING AND SUITABILITY**

- 5.1 Coverstaff will reasonably endeavour to identify any untrue statements or misrepresentations made by Candidates but will not be liable for any inaccuracy of any information supplied to the Client nor any misrepresentation, whether it relates to the Candidate's personal attributes, qualifications, employment history or otherwise.
- 5.2 Except where precluded by the Candidate or by law, Coverstaff will not withhold any information about a Candidate which might adversely affect the Client.



5.3 While Coverstaff will reasonably endeavor to refer Candidates which suit the Client's requirements, it is the Client's responsibility to satisfy itself as to the particular Candidate's suitability for the assignment and no guarantee as to suitability is given by Coverstaff.

**6 LIABILITY**

- 6.1 The Client has absolute discretion as to the employment or engagement of a Candidate; and is responsible for all remuneration payable to the Candidate.
- 6.2 Coverstaff 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 Coverstaff to refer a Candidate to the Client.
- 6.3 The Client indemnifies Coverstaff against any loss, damage or expenses suffered by Coverstaff 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 continue to bind the parties after these Terms and Conditions have ceased to apply.

**7 NATURE OF RELATIONSHIP BETWEEN CLIENT & CANDIDATE**

- 7.1 The parties acknowledge that if a Candidate is employed by the Client, then 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 employee.
- 7.2 The parties acknowledge that unless a Candidate is directly engaged by the Client, the Candidate will remain engaged by Coverstaff.
- 7.3 If however, 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 THE CLIENT'S DUTIES**

- 8.1 The Client will immediately notify Coverstaff of its employment or engagement as an independent contractor of any Candidate referred to it by Coverstaff and disclose the terms of the first 12 months gross annual salary package or the terms of payment as applicable.
- 8.2 The Client will not employ or enter into a contract for services or seek to employ or seek to enter into a contract for services with any candidate or employee introduced directly or indirectly by Coverstaff. If the Client employs or enters into a contract for services with a candidate or employee introduced by Coverstaff within 6 calendar months of the date of their termination of employment with Coverstaff, the Client shall pay to Coverstaff a fee calculated on the basis set out in clause 2 herein as if the former employee had been referred to the Client by Coverstaff as a Candidate.

**9 CONFIDENTIALITY**

- 9.1 Coverstaff will keep confidential all information imparted to it by the Client which relates to the Client's business and which the Client declares is confidential.
- 9.2 All information in respect of a Candidate is confidential information imparted to the Client for the sole purpose of enabling the Client to determine suitability of the Candidate for assignment or employment. The Client will keep such information confidential and will not use it for any other purpose, in particular will not directly or indirectly transfer a Candidate to any other person or organisation following which the Candidate is employed or engaged by such other person or organisation, in which event the provisions of clause 2.2 herein will apply.

**10 GOVERNING LAW**

- 10.1 These Terms and Conditions are governed by New Zealand law.
- 10.2 These Terms and Conditions are binding on, and for the benefit of, the Client's successors and the successors and assigns of Coverstaff.
- 10.3 The Client may not assign this agreement without Coverstaff's prior written agreement.

**11 VARIATION CLAUSE**

- 11.1 Coverstaff reserves the right to amend, alter and update any clauses within these terms and conditions of business provided that adequate notice is given. Adequate notice will be deemed to be given 1 month after written notice of the variation is sent to the clients place of business.

I have read & understand your Terms & Conditions of Business for Permanent Positions & agree to abide by them.

I,.....(full name) I hereby warrant that I am a Owner, Director, Manager or Senior Representative of the principal company and am authorized to sign this contract on behalf of the Principal Company.

SIGNED on behalf of the Principal

(Full Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date)\_\_\_\_\_



## FEES SCHEDULE

**Permanent Position:** \_\_\_\_\_

**Salary Package:** \_\_\_\_\_

**Fee to be charged:** \_\_\_\_\_ % of the annual salary. Payments spread over  
**(clause 2.1):** \_\_\_\_\_ months at \_\_\_\_\_ % of the annual salary per month.

**Money Stop Guarantee:** Yes / No  
**(clause 3.4)**

**Replacement Guarantee:** Yes / No  
**(clause 4.2)**

**Service Fee Scale:** Where the client terminates this permanent position before  
**(clause 2.5)** the candidate placement has been completed, we reserve the right to charge a cancellation fee of \$300.00 for work undertaken on this permanent position.

**Client Paid Advertising Budget:** \$ \_\_\_\_\_ to be invoiced directly to the client.  
**(clause 3.1)**

We/I, \_\_\_\_\_ (the client) hereby declare that we/I have read and understand your terms and conditions of business herein and agree to abide by them.

\_\_\_\_\_  
*Signature* *Title* Date: \_\_\_\_\_

\_\_\_\_\_  
*Signed for and on behalf of Coverstaff International Ltd* Date: \_\_\_\_\_



**APPLICATION FOR CREDIT ACCOUNT  
CONTRACT FOR SUPPLY OF SERVICES FOR  
TEMPORARY AND/OR PERMANENT POSITIONS**

Full Legal Name: \_\_\_\_\_  
(the Principal)  
Trading Name: \_\_\_\_\_  
Postal Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Email \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Accountant \_\_\_\_\_  
Solicitor \_\_\_\_\_

ALL PRIVATE LIMITED LIABILITY COMPANIES, PARTNERSHIP, SOLE TRADERS.

**PARTICULARS OF DIRECTORS/OWNERS**

Full Name	Private Address	Date of Birth	Position
_____	_____	_____	_____
_____	_____	_____	_____

**CREDIT REFERENCES**

(1) \_\_\_\_\_ Telephone: \_\_\_\_\_  
(2) \_\_\_\_\_ Telephone: \_\_\_\_\_

We/I hereby make application for a credit account to be opened in the name of the above company/person  
We/I agree to pay this account within 7 Days following date of invoice.  
We/I agree to pay on demand all collection costs & solicitors fees, charges & or costs & enforcement costs incurred or expended in recovering payment of this account.  
We/I understand that the completion of this form does not guarantee that a credit account will be opened.  
We/I authorise Coverstaff Ltd to undergo any credit checks into the above company, directors or principals, if deemed necessary.

I,.....(full name) I hereby warrant that I am a Owner, Director, Manager or Senior Representative of the principal company and am authorized to sign this contract on behalf of the Principal Company.

SIGNED on behalf of the Principal	SIGNED by the Guarantor
(Full Name) _____	(Full Name) _____
(Title) _____	(Title) _____
(Signature) _____	(Signature) _____
(Date) _____	(Date) _____