



LD Recruit Terms of Business

Between: LD New Zealand Ltd trading as LD Recruit & _____ hereafter known as “the Company” or “LD Recruit”.

Introduction

The following terms and conditions set out the Terms of Business under which LD New Zealand Limited (“LD Recruit”) agrees to provide the Services to your organisation (“the Client”).

Services

LD Recruit searches, locates, identifies and refers suitably skilled candidates for Permanent or Fixed Term Contract employment and for Temporary Assignments with individuals and organisations. From time to time the Client may require any of the Services provided by LD Recruit.

Acceptance of Terms of Business

The client is deemed to have accepted these Terms of Business upon signature being affixed to the Terms of Business and returned to LD Recruit. It is acknowledged that should a candidate be introduced and interviewed whereby a placement of any permanent employment, contract or temporary employment result and there are no terms of business signed, these Terms of Business will apply. Any variation to these terms must be agreed between the Client and LD Recruit and confirmed in writing prior to any referral of a candidate.

Confidentiality

All Information including but not limited to email, documents, images, recorded information, testing reports, written or verbal, supplied by LD Recruit to the Client is confidential information, and provided for the purpose of ascertaining the suitability of the Candidate for employment with the Client and Human Resource administration. The Client agrees to keep such information confidential and will not use it for any other purpose.

Privacy

The Client understands that it will receive personal information about candidates, contractors and temporary employees from LD Recruit. The Client agrees that it will use information only for appropriate and customary Human Resources administration purposes and in compliance with all applicable laws. The Client also agrees that it will at all times have reasonable safeguards in place to protect the personal information from unauthorised access or use. In the event that the Client learns (or reasonably suspects) that the security of the personal information has been compromised, it shall promptly notify LD Recruit. Further information around LD Recruit Privacy Statement can be found at www.ldnewzealand.co.nz

Suitability of Candidate

Whilst LD Recruit will endeavour to ensure the suitability of candidates presented for interview, we will not be liable for any loss, damage or expense suffered by the Client arising from or in any way connected, to the introduction or employment of a candidate, or for any acts, omissions, misrepresentations or untrue statements made by a candidate or any interviewee/referees of such candidate.



Disbursements

The Client agrees it shall pay LD Recruit for agreed disbursement expenses including but not limited to travel and accommodation, video conferencing costs, toll calls or couriers. These expenses will be invoiced by LD Recruit and paid by the Client regardless of the final outcome of the recruitment process.

Fee for Service

A fee will be payable by the Client in accordance with these Terms of Business where a candidate referred by LD Recruit to the Client for any position is engaged in any capacity directly with the Client or any related business or entity, from the time of acceptance of the Terms of Business to 6 Months following the cessation of the Services provided under these Terms of Business.

Governing Law

These Terms and Conditions of Service are governed by the laws of New Zealand.

Permanent and Fixed Term Contract Placement

The Permanent & Fixed Term Contract Recruitment fee + GST payable by the Client at the relevant percentage as listed below will be invoiced on the date of a signed Employee Contract by the Candidate. Payment is due within seven (7) days of the invoice date. The Client will be responsible for any costs associated with recovering any debt owed by it to LD Recruit.

Permanent Place Fee Schedule

Salary Package* \$0 -79,999	14%
Salary Package* \$80,000+	16%

The fee for Fixed Term Contract will be charged at a pro rata percentage of the annual salary package capped at twelve months or 100% Permanent Placement Fee. Where a contract is extended from the initial period, an additional pro rata fee based on time engaged will be charged for each month or part thereof.

**"Salary Package" shall be defined as the total value of: base salary, superannuation, commission, performance related bonus (calculated at 50% of potential bonuses for the 1st year) and all other benefits as agreed between the Client and the Candidate. A company car is valued at a nominal amount of \$15,000 per annum.*

Replacement Guarantee

LD Recruit guarantees all permanent placements for 12 weeks from the commencement of employment ("the replacement guarantee period"). The candidate's final date of employment, being the date on which any applicable notice is completed, must fall within the replacement guarantee period.

The replacement guarantee is that if the candidate should, within the replacement guarantee period, resign or be terminated for any reason other than redundancy, company closure or significant change in duties LD Recruit will source one alternative, suitable Candidate for replacement for the original role for up to six (6) months following the original candidate's final date of employment. This replacement offer is valid for six months from the original candidate's final date of employment.



Our replacement guarantee applies provided payment is received in accordance with these Terms of Business. Accounts not settled in accordance with our payment terms remain due and payable but our replacement guarantee does not apply.

Late Payment

In the event that the invoice raised is not paid the client shall indemnify LD Recruit from and against all costs and disbursements incurred by LD Recruit in recovering the debt (including by not limited to internal administration fees, legal costs on a solicitor, agency collection costs, and any other associated costs arising as a result to collect outstanding amounts. Interest will be applied on payments 30 days and over at a rate of 10% of the overdue amount and applied each month accumulating until the balance is paid in full. It will be at the discretion of LD Recruit should any interest charges be written off.

Temporary Services

LD Recruit will, upon request provide on-hired Temporary Employees. At all times a Temporary Employee is a PAYE employee of LD Recruit. The fee + GST will be agreed between LD Recruit and the Client prior to each assignment. Any subsequent changes to the Assignment, role and/or rate will be agreed with the Client. A 4 hour minimum charge-out rate is payable for each day of an Assignment. LD Recruit may withdraw any Temporary Employee on Assignment with the Client at any time of the Client does not comply with these Terms of Business.

Payment Terms

The Client's authorised representative will be responsible for signing off all timesheets of the Temporary Employee. LD Recruit shall not be liable for any errors contained within a Temporary Employee's timesheet that has been authorised by the Client. LD Recruit will invoice weekly and the Client agrees to pay all invoices with seven days of the date of the invoice. LD Recruit reserves the right to charge a late payment fee of 10% per month on any outstanding balances.

Late Payment on Temporary Services

In the event that the invoice raised is not paid the client shall indemnify LD Recruit from and against all costs and disbursements incurred by LD Recruit in recovering the debt (including by not limited to internal administration fees, legal costs on a solicitor, agency collection costs, and any other associated costs arising as a result to collect outstanding amounts. Interest will be applied on payments 30 days and over at a rate of 10% of the overdue amount and applied each month accumulating until the balance is paid in full. It will be at the discretion of LD Recruit should any interest charges be written off. LD Recruit reserves the right to pull any temporary employee from site due to non payment of services and on-charge any associated costs with this to the client.

Future Engagement of Temporary Employee

If the Client or any related business or entity directly engages a Temporary Employee in any temporary, contract or permanent position at any time during the course of the Assignment, or within six months following the termination of the most recent Assignment these Terms of Business will apply and a fee will be payable.



Total Weeks of Service with Client	Permanent Placement Fee % Charged
0 - 6 Weeks	100%
7-12 weeks	50%
13-15 Weeks	25%
16+ weeks	\$500 transfer fee

Compliance with Legislation

The Client agrees to provide a safe workplace for the Temporary Employee and will comply with all relevant legislative and regulatory requirements, including but not limited to health and safety of workers in the workplace, discrimination, equal employment opportunity and employment legislation. The client will instruct and supervise the Temporary Employee in all necessary safe work practices. The Client will promptly advise LD Recruit as soon as it becomes aware of any accidents, sickness or injury relating to the Temporary Employee in respect of the performance of work.

The Client will consult and seek authorisation from LD Recruit if the Client wishes the Temporary Employee to perform work or work in an area alternate to the work or work area originally agreed to between LD Recruit and the Client.

Unbundled Services

LD Recruit provide on request unbundled recruitment services which is where you are able to select aspects of the recruitment process and pay as you go based on usage. The following fee levels apply:

Ministry of Justice Checks – Gold Service (5 Day Service)	\$100 per check
Credit Check	\$50 per check
Reference Check	\$75 per check
Advertising	POA
Skills Checker – Word, Excel, Data Entry Etc	\$75 per test
Psychometric Testing – Cognitive and Personality Testing Bundle with Podium platform	\$950 per candidate
Psychometric Testing – Abstract Reasoning only	\$150 per test
Psychometric Testing – Cognitive Testing (Verbal, Numeric and Abstract)	\$250 per test
Qualifications Check	\$100 per check
Long Listing, Screening, Short Listing or Time Engaged Partnering	\$150 per hour

All fees are listed exclusive of GST and are invoiced with payment terms being within 7 days on invoice. The standard Late Payment clause will apply to all Unbundled Services invoices.



Acceptance of Terms & Conditions of Service by the Client

Client Name	
Authorising Signature	
Name of Signature	
Position	
Date	

Signed on behalf of LD New Zealand Ltd – Trading as LD Recruit

Authorising Signature	
Name of Signature & Position	Linda Dixon - Director
Date	