OUR GST: 133-653-910

**Terms and Conditions: Date: ……..…………2022**

TRADIES 4 NEW ZEALAND LTD (the SUPLIER) represented by Director Olia Essina and …………………………………………………………….. (the CUSTOMER/EMPLOYER), represented by ………………………………………., reached an agreement of labour supply services as per CUSTOMER requirements.

# GENERAL PROVISION

* 1. The CUSTOMER places an order of an international labour supply to the SUPPLIER including a full job description and ideal person’s characteristic.
  2. The SUPPLIER provides the suitable candidates for online interview within fourteen (14) days after the order was placed.
  3. Each supplied candidate shall pass the induction provided by the CUSTOMER on arrival to the working place.
  4. Within TRIAL PERIOD (90 DAYS), the CUSTOMER makes the decision whether they accept the candidate.
  5. The successful candidate is employed by the CUSTOMER in accordance with the New Zealand Employment Relations Act 2000 and all the relevant 2021 -2022 changes in employment legislation.

# TERMS OF COMISSION PAYMENT

* 1. The SUPPLIER invoices the CUSTOMER for the agreed commission as soon as an applicant introduced by the SUPPLIER accepted the position and started the visa application process.
  2. The CUSTOMER makes the payments as a lump sum within one week from the date of the invoice.
  3. Commission calculation:

Lump sum fee applies if the number of workers required is less than 4 - $3000 per person

5-10 people $2500 per person, 10-100 workers - $2000 per person.

# SUPPLIERS OBLIGATION

* 1. The supplier guarantees that presented candidates shall be a close match to all CUSTOMER requirements in regards of personality and willingness to learn if it is a trainee position.

# CUSTOMER OBLIGATION

* 1. The CUSTOMER provides to the SUPPLIER the job description for the position required.
  2. The CUSTOMER guarantees to have Employer Accreditation and Job Check done before offering the job to the new overseas workers.
  3. The CUSTOMERS guarantee the payment to SUPPLIER for each approved candidate.
  4. The CUSTOMER guarantees to follow signed Employment contract with each tradesperson arrived from overseas.
  5. The CUSTOMER guarantees to wait for the accepted candidate during his application for a visa to New Zealand and act in good faith on the person’s arrival.

# REFUNDS

* 1. A refund of the paid amount for the service provided can be claimed by the CUSTOMER in the event if has supplied employee abandons his workplace for 3 (three) consecutive days within 90-days period without prior notice and /or valid reason.
  2. The CUSTOMER may not claim a refund if they are not able to provide the candidate with an adequate workplace and /or struggling or unable to pay the salary to the employee after their candidacy has been approved.
  3. The CUSTOMER may not claim a refund if the approved employee abandons their workplace during the 90-days period due to injuries, illness, or death and /or a force-majeure.
  4. All the business matters should be discussed and decided to the mutual satisfaction of both parties. The SUPLYER guarantees to replace the candidate who did not perform and had to be dismissed or if the candidate left before 3 months with a similar or a better candidate within 3 months. If this is not achieved, the supplier will refund the commission to the CUSTOMER.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tradies 4 New Zealand Ltd.** |  | **Customer** |  |
| Name: | Olia Essina | Name: | ………………….…… |
| Position: | Director | Position: | ………………………. |