



SAMPLE EMPLOYER CONTRACT (RECRUITMENT AGENCY MAY USE THIS OR THEIR OWN EMPLOYER CONTACT)

TERMS & CONDITIONS FOR ACCEPTANCE OF PERMANENT OR CONTRACT STAFF

CONTRACT BETWEEN:

_____ And _____
(The Recruitment Agency)

(The Employer)

- A once-only recruitment fee is calculated at ____% of agreed gross annualized salary , and is payable only upon the candidate's acceptance of offer by the employer.
- Payment is by the employer only, and may be made by cash transfer, credit card, or cheque.
- Invoices are due and payable within 14 days of invoice date.
- Warranties are to be carried out by the sponsoring recruitment agency and RecruitmentHeaven.Com bears no liability for execution of warranties.
- No employee may attend an interview arranged via the RecruitmentHeaven.Com web site without agreement of the potential employer to the terms and conditions herein stated.**

1. Fees payable to the sponsoring recruitment agency are based on the gross cash salary component only. This excludes superannuation and additional benefits, including FBT. Where payment is by casual rate, fees are calculated on the hourly rate x 4.3 x 52 (ie on the expected earnings of that person for 1 year). Fees are payable upon the review, presentation and acceptance of offer by the candidate.
2. The interviewing by a potential employer client of any candidate, introduced by the agency , constitutes the acceptance by that client of the terms & conditions herein expressed.
3. Invoices are issued following confirmed placement of the candidate and are payable, in full, within 14 days of date of issue.
4. All fees quoted exclude G.S.T unless otherwise stated.
5. All information regarding prospective employees which is provided to the employer by the agency is in good faith and in the belief that it is correct and not false or misleading in any way. No warranty is given by the agency to the employer as to the accuracy of such information and the agency disclaims all liability for any loss or damage of whatever nature (including liability for negligence) which may be suffered by the employer arising out of the employer's reliance on any representation, act or omission (whether expressed or implied) of any officer, employee or agent or contractor of the agency . Without limiting the generality of the above this includes all information on prospective employees relating to their skills, suitability, qualifications, curricula vitae, references, employment history, medical records, prior convictions (if any), age or financial background and any opinion expressed by any agency personnel.
6. The employer organisation shall indemnify and keep indemnified any consultant the agency against all suits, actions, claims, proceedings and demands of whatever nature, which a prospective employee who is referred to the organisation by the agency or a person employed as a result of such a referral may take or make against the agency , or any consultant, for any loss or damage suffered by that person arising from or relating to any matter connected with that person by the organisation and any things, matters or events which happen or occur during such employment including, but not limiting the generality of the above, any loss or damage suffered by that person arising from or relating to sexual harassment, molestation, unlawful discrimination, defamation, dismissal whether wrongful or otherwise, safety or terms and conditions of employment.
7. Any failure by the employer to pay any or all amounts due will permit the sponsoring recruitment agency and/or their representatives to recover the outstanding amounts, interest (under Section 32 of the Supreme Court Act 1932), and all further costs incurred by the sponsoring recruitment agency and/or its representatives as well as and without limitation any reasonable enforcement expenses including debt collection costs, mercantile agents costs, and legal fees.

I have read and understood all of the above Terms and Conditions and hereby agree to interview the following candidate on this basis.

Name of Company: _____

Address: _____

Telephone: _____

Name of Authorised Officer of Company: _____

Officer's Signature: _____ Date: _____

(The above information is gathered during the employer registration process and agreed to by clicking the "I accept" box also provided as part of registration.)