



Terms and Conditions of Business

These Terms are entered into between Magellan Recruitment Limited (referred to as "Magellan") and _____ (referred to as "the client")

The parties agree that Magellan 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:

Acceptance

These Terms and Conditions apply to all referrals of candidates for employment or assignments and comprise all of the terms, representations, and warranties between the parties, subject to any variations recorded in writing and signed by all parties.

These Terms and Conditions supersede all prior discussions and agreements to the subject matter of this agreement. All implied terms, conditions or guarantees made by an employee or representative of Magellan must be in writing.

MAGELLAN Recruitment Limited provides recruitment services. The fee is confirmed on verbal and written introduction of an applicant to the client (including client's subsidiaries or affiliated companies).

Accuracy of information

The professional profile is provided to your company with the express and exclusive permission of the Candidate concerned. Parts of this professional profile rely on information provided by the Candidate. This professional profile is a summary of the Candidate's relevant skills. It is not necessarily intended to represent a complete career history. Where appropriate, Magellan Recruitment has endeavored to verify relevant information. However, Magellan Recruitment cannot guarantee the overall accuracy of information contained in the profile. Magellan Recruitment shall not be responsible or liable for any losses, costs, expenses or damages, however incurred (direct, indirect or consequential), arising out of or in connection with the information provided about the Candidate.

Ownership

Any Candidate referred and presented by Magellan Recruitment remains a Magellan Recruitment Candidate for a period of 12 (twelve) months following original presentation or conclusion of a contract assignment. If the Candidate is hired by the client, or any other organization to which the client has referred the Candidate or sub-contracted the candidate to, in any position, whether temporary or permanent, within this 12 (twelve) month period, then the normal Magellan Recruitment Terms of Business and Fees will apply. All contact with the Candidate is to be through Magellan Recruitment

Candidate performance

Magellan Recruitment shall not be responsible or liable for any losses, costs, expenses or damages however incurred (direct, indirect or consequential) arising out of or in connection with the performance or any actions of the Candidate.

Initials_____



Permanent and Fixed Term Placements

Magellan Recruitment's fee is calculated as 10% of the annual salary package including perks, defined as the aggregate of salary, allowances and 50% of the "at risk" component (bonuses or commission) where applicable.

Where the base salary is less than 50% of expected earnings, the package is based on 65% of on-target earnings. The fee is payable if the candidate referred by Magellan is employed 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 organization to whom the candidate is referred by the client, including but not limited subsidiaries of the client.

Magellan Recruitment's fee for Executive Recruitment and other senior level appointments our fee is calculated as 10% of the annual salary package, defined as above.

In the case of contingency recruitment the recruitment fee is payable within 7 (seven) days of Candidate acceptance of the job offer.

For advertising recruitment, the cost for advertising is paid for by the client and is invoiced after the last advert is published and is due within 7 (seven) days. All advertising campaigns will be subject to prior authorization from the client.

Fixed term placements of less than 6 months duration are charged at 15% of the monthly salary package (as described above). If a fixed term appointment continues beyond 6 months, a permanent placement fee is payable.

When a candidate(s) are secured on a commission only basis, a general summation is arrived at by the figures of previous commissions earned and forecasted commission. This will allow for a total of a salary that will be earned then annualized. This will be invoiced according to the total annual remuneration as above.

If a Magellan Recruitment contractor accepts a permanent position with the client, either during or at the conclusion of their contract or during the twelve month period following conclusion of the contract, a permanent placement fee is payable.

Advertising costs are additional to recruitment service fees. If the Client notifies Magellan of its cancellation of a vacancy, after Magellan has commenced recruitment services to the Client, as contemplated by these Terms and Conditions, the Client shall pay Magellan a fee of \$300.00.

The client agrees to pay by direct credit or wire transfer into Magellan Recruitment's nominated bank account. All debt collection costs incurred by Magellan Recruitment for the collection of client's unpaid or delinquent invoices shall be paid by the client. Interest will be charged at the bank rate plus 10% on any past due accounts.

Payments

The client agrees to pay all fees (plus GST) and other agreed costs (eg advertising, psychometric testing and security checks) invoiced by Magellan, within 7 days of receipt of a Magellan invoice. Magellan shall charge a late payment fee of 5% per calendar month on any outstanding balance if payment is not made by the due date. Any claim or dispute raised by the Client does not entitle the Client to off-set against, or withhold payment of, any money owed to Magellan.

Magellan reserves the right to claim from the Client all costs incurred by it in recovering any debt owed to Magellan by the Client.

Initials_____

Guarantee Period

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

A two month guarantee is offered for all permanent appointments, providing the invoice is paid within seven working days of the start date. Should the candidate resign or be forced to resign within the guarantee period because he or she has been incompetent and/or negligent in the capacity for which they were hired and providing reasonable notice has been given, Magellan Recruitment will be given an exclusive period of three weeks to find a replacement candidate to refill the vacated position and not any other position, at no additional charge.

Magellan will use its best endeavors to procure a suitable replacement Candidate if the replacement option guarantee has been undertaken. If a suitable replacement candidate is not found by Magellan within a reasonable time a credit will be given by Magellan to the client to be offset against future permanent fees (if any) which may become payable by the client to Magellan.

Magellan Recruitment must be informed of the proposed replacement within two months of the original date of commencement of employment. Magellan Recruitment guarantees replacement candidates for the period of two months. Magellan's replacement guarantee will apply to the initial placement only.

Magellan Recruitment will, under discretion, invoice for administrative fees. The only additional charges payable will be for agreed campaign advertising costs and other disbursements. If a suitable replacement is not found within a reasonable time scale the original placement fee will be credited to the client account. If the employer elects not to refill the position then 50% of the fee will be retained for administration costs.

Testing, Reference Checking and Suitability

Magellan will reasonably endeavor 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. Except where precluded by the candidate or law, Magellan will not withhold any information about the candidate which might adversely affect the client.

While Magellan 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 the suitability is given by Magellan.

Liability

The client has absolute discretion as to the employment or engagement of a candidate; and is responsible for all remuneration payable to the candidate. Magellan will not be liable for any loss, damage or expense suffered by client resulting from the acts of omission of a candidate or from any delay or failure by Magellan to refer a candidate to the client. The client indemnifies Magellan against any loss, damage or expense suffered by Magellan arising from the referral of, or any, act or omissions of, any candidate or the client, or arising from any breach of these Terms and Conditions. The provisions of this clause continue to bind the parties after these Terms and Conditions cease to apply.

Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service]. No party is entitled to terminate this Agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was notified in a timely manner of the likelihood or actual occurrence of an event described.

Initials_____



Nature of the relationship between client and candidate

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 relating to employers and employee.

The parties acknowledge that unless a Candidate is directly engaged by the Client, the Candidate will remain engaged by Magellan. 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.

The Client Duties

The Client will immediately notify Magellan of its employment or engagement as an independent contractor of any Candidate referred to it by Magellan and disclose the terms of the first 12 months gross annual salary package or the terms of payment as applicable.

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 Magellan. If the Client employs or enters into a contract for services with a candidate or employee introduced by Magellan within 12 calendar months of the date of their termination of employment with Magellan, the Client shall pay to Magellan a fee calculated on the basis set out above as if the former employee had been referred to the Client by Magellan as a Candidate.

Confidentiality

Magellan 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. 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 organization following which the Candidate is employed or engaged by such other person or organization.

Governing Law

These Terms and Conditions are governed by New Zealand law. These Terms and Conditions are binding on, and for the benefit of, the Client’s successors and the successors and assigns of Magellan. The Client may not assign this agreement without Magellan’s prior written agreement.

I, _____ (full name) hereby warrant that I am the owner, director, manager or representative of the principle company and am authorized to sign this contract on behalf of the principle company.

I have read and understand your Terms and Conditions of business for placement positions and agree to abide by them.

Signed on behalf of Principle:	Signed for on behalf of Magellan Recruitment Ltd
Full Name _____	Full Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____

Initials _____