



OUR GST: 133-653-910

## Terms and Conditions:

Date: ..... 2024

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

### 1. GENERAL PROVISION

- 1.1 The CUSTOMER places an order of an international labour supply to the SUPPLIER including a full job description and the ideal person's characteristics.
- 1.2 The SUPPLIER provides suitable candidates for online interviews within fourteen (14) days after the order was placed.
- 1.3 Each supplied candidate shall pass the induction provided by the CUSTOMER on arrival to the working place.
- 1.4 Within TRIAL PERIOD (90 DAYS), the CUSTOMER makes the decision whether they accept the candidate.
- 1.5 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.

### 2. TERMS OF COMMISSION PAYMENT

2.1 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.

2.2 The CUSTOMER makes the payments as a lump sum within one week from the date of the invoice.

2.3 Commission calculation:

- a. The number of workers required is less than 4 – the fee is \$3000 per person plus GST.
- b. 5-10 workers required \$2500 per person,
- c. 11-100 workers - \$2000 per person.

Sample of Fee calculation: 2 tradies order - \$3000 x 2=\$6000 plus GST= \$6900 to pay on applicant's visa approval.

### 3. SUPPLIER'S OBLIGATION

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

### 4. CUSTOMER OBLIGATION

- 4.1 The CUSTOMER provides to the SUPPLIER the job description for the position required.
- 4.2 The CUSTOMER guarantees to have Employer Accreditation and a Job Check done before offering the

Tradies 4 New Zealand Limited

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job to the new overseas workers.

4.3 The CUSTOMER guarantees the payment to the SUPPLIER for each approved candidate.

4.4 The CUSTOMER guarantees to follow the signed Employment contract with each tradesperson arrived from overseas.

4.5 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.

**5. REFUNDS**

5.1 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.

5.2 The CUSTOMER can claim the refund if within 3 months after employee arrival to New Zealand he has to be dismissed for one or another valid reason.

5.3

5.4 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.

5.5 The CUSTOMER may not claim a refund if the approved employee abandoned their workplace during the 90-days period due to injuries, illness, or death and /or a force-majeure.

5.6 All the business matters should be discussed and decided to the mutual satisfaction of both parties. The SUPPLIER 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.**



Name: Olia Essina  
Position: Director

**Customer**

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Name: .....  
Position: .....