



TERMS & CONDITIONS

These Terms & Conditions (terms) apply in respect of all personnel recruitment work carried out by Tourism Recruitment Limited for you and shall form the agreement for services between us. They apply when we introduce a candidate to you for a position with your business. An introduction of a candidate to you shall include providing you with a candidate's CV or other information concerning a candidate (either by candidate instruction or following a request from you) or arranging for you to meet a candidate.

Fees

- Are calculated at a flat 15% + GST of the successful candidate's annual gross salary package. This will be prorated to the equivalent full time salary for part time or fixed term positions
- You will also reimburse us for expenses incurred by us (such as advertising) but only if the incurring of such expense was authorised by you in advance
- Are payable within 14 days of the successful candidate's acceptance and signing of the contract of engagement with you
- Must be paid without deduction of any kind (including cross claim) or equitable or legal set-off
- If paid in accordance with these terms will be fully refunded if a candidate hired from overseas does not secure a work visa
- If payment is not received in line with these Terms & Conditions, then PMG will charge default interest at 15% per annum compounding monthly and any costs incurred by us in recovering any unpaid fees will be added to the amount due
- If a candidate introduced by PMG is employed by you within a 12 month period following the date of introduction, then the fee (15% + GST as above) will be payable by you to us
- If a candidate introduced to you by PMG secures a role with a third party due to you introducing the candidate to such party, then the fee (15% + GST as above) will be payable by you to us

PMG's Guarantee

If the candidate leaves their role within 3 months from commencement we will engage to find a replacement candidate for you at no extra cost provided:

- The candidate did not leave due to pregnancy, retirement, redundancy, retrenchment or death
- If the candidate was dismissed, the dismissal was justified in law
- Our fees were paid in accordance with these terms

PMG

- May conduct references checks from previous employers and other parties
- Will not be held liable for information given by referees and candidates to us and passed on to you with regards to such matters as the candidate's previous employment, qualifications, education, medical history, criminal record and ability to work in New Zealand
- Accepts no liability for any failure of an engaged candidate to comply with their terms of employment or engagement with you or for any inaccuracies in the candidate's CV
- Is not liable for any loss, damage of any nature suffered or incurred by you. If for any reason, PMG does become liable to you in any way, then that liability shall be limited to the fee we charged you under these terms

These Terms

- Are governed by the laws of New Zealand
- Can only be varied by written agreement between us