



STAPLETON CONSULTING

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Employer Recruitment Services

Terms and Conditions of Engagement

The Employer Recruitment Services Terms and Conditions of Engagement will apply where you are engaging us to provide services relate to the recruitment of a new employee(s) to your business.

The Employer Recruitment Services Terms and Conditions are to be read in conjunction with our [General Terms and Conditions of Engagement](#).

Employer Recruitment Services Fees

Recruitment services shall be charged on a fixed rate basis or flat hourly rate basis.

Fixed Fee Recruitment Projects

For recruitment projects charged on a fixed rate basis, the project rate shall be estimated based on the amount of time we anticipate as being required to complete the recruitment.

Should the scope change or we anticipate the recruitment project to exceed the initial time estimate by more than 10% you will be advised at the earliest convenience. Once the estimated number of hours has been exceeded, you will be charged on an hourly rate basis.

Travel Expenses

Where you require a candidate and/or a Stapleton Consulting representative to travel outside of the Waikato for an interview then we will be entitled to charge and invoice the client for any reasonable costs and expenses incurred. We shall also be entitled to add an administration fee of 10% of the total cost incurred.

Advertising

Advertising costs will be detailed in the Client Proposal. Payment for these costs may be on different Terms to Consultant Time, and we reserve the right to request a deposit prior to commencing the Work to cover costs we incur upfront.

You will be liable to pay any other advertising costs over and above the costs detailed in the Client Proposal ("the Extra Advertising Costs").

Payment for the Extra Advertising Costs is due within 7 days of the date of we invoice you for the Extra Advertising Costs.

Online Reference Checking Service

We provide our Clients access to an online reference checking tool via the cloud platform [xRef](#). This is a standard offering as part of the recruitment process conducted by Stapleton Consulting.

Online reference checks conducted using the xRef platform are charged to you at a fixed rate of \$295 (GST exclusive) per candidate. This fee covers the use the platform and Consultant time (e.g. setup, report interpretation and candidate liaison). The fixed rate also includes Consultant time to follow up Referee feedback.

You will be invoiced for the fixed cost incurred by us for using xRef as part of the monthly invoice for services or upon completion of the Work, whichever is the sooner. If you wish to opt out of this standard service, please advise Stapleton Consulting prior to commencing the Work.

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You agree that a reference check is only an indicative outline of a candidate's abilities based on someone else's views, opinions and judgements and that we are not liable for any loss or damage of any kind that may occur because of you relying on a reference check.

Additional Services

Psychometric Testing

We can provide psychometric testing of a candidate/s through the NZ licensed Saville Assessment Provider - [PeopleCentric](#) at the request of the client. Details of cost and testing options are available upon request prior to the commencement of testing.

You will be invoiced for the cost of psychometric testing services as part of the monthly invoice for services or upon completion of the Work, whichever is the sooner.

You agree that psychometric testing provides only an indicative outline of a candidate's abilities and that we are not liable for any loss or damage of any kind that may occur because of you relying on psychometric testing results.

Other Testing

We may also provide a variety of other testing options with respect to assessing a candidates suitability i.e. medical/drug testing, forklift assessments etc. Details of the cost of any other testing are available upon request to us prior to the commencement of the testing.

You will be invoiced for the cost of the testing services as part of the monthly invoice for services or upon completion of the Work, whichever is the sooner. Where we are required to arrange other testing, then we will be entitled to charge and invoice the client for any reasonable costs and expenses incurred. We shall also be entitled to add an administration fee of 10% of the total cost incurred.

You agree that we are not liable for any loss or damage of any kind that may occur as a result of you relying on the results of any other testing.

Payment Terms

Where you are engaging us to provide Employer Recruitment Services, the General Terms and Conditions of Engagement Payment Terms apply.

Guarantee

The decision to hire a candidate recommended to you is your sole decision. We provide no guarantee to you as to the suitability or quality of the candidate.

We endeavour to obtain accurate details on all candidates including their qualifications and experience. We are, however, reliant on the integrity of information supplied to us by potential candidates.

Nature of Relationship Between You and the Candidate

Where the candidate is employed by you as an employee you agree that you are responsible for complying with all employment related legislation including the provisions of the Employment Relations Act 2000 and the Health and Safety at Work Act 2015 (including any amendments to those enactments).

Where the candidate is engaged by you as a contractor you agree that you are responsible contractual obligations or liabilities arising under the agreement you enter with the candidate.

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Candidate Introduction and Successful Employment without Recruitment Process

Where we are aware of a potential candidate that would be a positive fit for your business, we will always recommend that you conduct an open recruitment process. However, we also acknowledge that there are circumstances that may warrant you opting to cease the recruitment process and instead hire the candidate introduced by us.

The introduction period will run for a period of 6 months, with such period commencing from the initial referral of the candidate to the client by us.

Should you choose to employ a candidate that has been introduced to you by us, without the need for us to facilitate an open recruitment process, you acknowledge and agree that:

- A fixed one-off introduction fee of \$1,295 (GST exclusive) is payable to us within 14 days of the candidate commencing employment with you, irrespective of the capacity, position or nature of the employment terms the candidate has been employed under; and
- You are solely responsible for the decision to employ the candidate; and
- We are not liable for any damages or liabilities incurred, because of introducing the candidate to you and because of you employing the candidate; and
- If you fail to pay the introduction fee by the due date, you will incur a 10% penalty for every 14 days that the invoice remains unpaid after the due date.