



Business Coach NZ Ltd
Business partners and agents
To Eagle Recruitment

EAGLE CONTRACTING LIMITED
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RECRUITMENT AGREEMENT

Between

EAGLE CONTRACTING LTD (Recruitment Agency)

And

Legal Name of the Company (Client)

This recruitment agreement is entered into by and between:

EAGLE CONTRACTING LTD, with office address at Suite 26, 2 Bishop Dunn Place, Flat Bush, Auckland 2013 represented by its Director, **Troy Goodridge**, hereinafter referred to as the "Recruitment Agency"

And

Legal Name of the Company, with office address at (physical address of the client, take it from the companies office), New Zealand, represented by (Name of company authorised officer), (position/designation), hereinafter referred to as the "Client"

1.0 GENERAL PROVISIONS:

- 1.1 The Client shall utilize services/facilities of the Recruitment Agency for the purpose of preselecting, recruiting, processing and documenting skilled Filipino workers sourced, locally, from the Philippines or internationally, hired through the said Recruitment Agency.
- 1.2 The Recruitment Agency shall make available to the Client, pre-screened applicants as requisitioned or as many as agreed upon by both parties. The Client shall have the final authority on the selection of skilled Filipino workers.
- 1.3 The services of the said Recruitment Agency shall include, but not limited to medical examination, processing with POEA, if required, documentation, INZ Work visa application, briefing and orientation on the working and living conditions in New Zealand, settling into New Zealand local communities, opening bank accounts, securing IRD # of the recruits and assisting them in any governmental compliances, such as driver's license, renewal of passport & visas.
- 1.4 The Client will supply the Recruitment Agency all documents required for lodging INZ Work visa application of selected skilled Filipino applicants

- 1.5 The Client shall authorise or give consent to the Recruitment Agency to advertise the vacancies in its website. Contents of the adverts shall be approved by the Client prior to publication.

2.0 FEES and TERMS OF PAYMENT

- 2.1 The Client shall pay the Recruitment Agency a flat fee of \$10,500 plus GST as service/recruitment fee, per successful applicant/worker which includes POEA. Excludes a one-way air fare at cost for those from Philippines and application fee for AEWW. These to be paid by client separately at cost.
- 2.2 For those migrant workers based **outside** the Philippines fee is 15% of base wage for 2080 hrs plus GST. Excludes any Application fee for AEWW.
- 2.3 Apart from INZ required employer accreditation and job check, no other fees incurred by the Recruitment Agency either from the country of origin or New Zealand is payable by the Client.
- 2.4 **Locally sourced candidates** fee structure is 12% of their annual salary based on 40 hrs/wk x 52 wks/yr
- 2.5 Any extra trade tests/skills Tests of selected shall be borne by the Client.
- 2.6 Terms of Payment:
 - 2.6.1 Two Thousand One Hundred (\$2,100.00) Dollars plus gst is payable upon work visa approval.
 - 2.6.2 The balance plus gst is payable seven (7) days after commencement of work with the client.
 - 2.6.3 GST Invoice will be issued for both payments.

3.0 Timeframe of recruitment:

- 3.1 For LOCALLY SOURCED candidates, the process could take between 3 – 6 weeks.
- 3.2 The Recruitment agency will aim to process the recruitment on a 5-7 working-week timeframe for deployment of skilled offshore workers to New Zealand. The length of processing will depend on how quickly the Client or Filipino worker could prepare the documents needed for INZ work visa application and how quickly INZ will process their application.

4.0 Recruitment Agency's Guarantee:

- 4.1 The Recruitment Agency will provide a replacement, FREE OF CHARGE, if the skilled worker is found unfit for the job assuming NZ employment law has been applied, refuses to work or opts to resign for any reason within three (3) months from commencement of employment. If no replacement has been found then the client will receive 100% of their money back.

5.0 Joint Responsibility of Recruitment Agency & Client:

- 5.1 The Recruitment Agency and the Client will exert all possible efforts to enhance the welfare and protect the right of Filipino workers hired under this agreement in accordance with the laws of the Philippines & New Zealand and international covenants on expatriate employment and in accordance further with the best possible treatment already extended to other workers at its work site.
- 5.2 In case of termination of the worker's employment for cause as a result of death and/or serious injury, the Client and/or the Recruitment Agency shall immediately inform the Philippine Embassy/ Labor Attaché nearest the site of Employment and or the Philippine Overseas Employment Administration (POEA), if applicable.
- 5.3 In case of death of the employee, the Client and/or the Recruitment Agency shall settle the expenses for the repatriation of the remains of the worker and his personal belongings to his relatives in the Philippines or if repatriation is not possible under certain circumstance, the proper disposition thereof, upon previous arrangement with the worker's next of kin or in the absence of the latter, the nearest Philippine Labor Attaché or Embassy/ Consulate, out of the proceeds from the worker's life insurance policy *(All Filipino workers placed by the Recruitment Agency will have NZ\$25,000 life Insurance policy before commencement of employment with the Client. Said insurance policy will be owned and paid for by the Recruitment Agency to defray the repatriation costs, only for the first term of their visas).*
- 5.4 In all cases, the Client and/or the Recruitment Agency shall insure that the benefits due the employee shall be made available to him or his beneficiaries within the shortest time possible.

6.0 Termination of Agreement

- 5.1 This Recruitment Agreement shall be in effect for a minimum of Two (2) years from the day appearing herein below unless sooner terminated by either party after thirty (30) days prior written notice. In any case, the responsibilities of the parties shall be in effect up to the completion of the last employment contract signed with a recruited worker and the rights of the workers recruited under this agreement must be recognized and the terms and conditions of the Contract of Employment shall be strictly adhered to and complied with. Unless either party so notifies the other of its termination, this agreement shall be automatically extended or renewed for another year.

Signed this ____ day of _____, 20____ in Auckland, New Zealand.

For: **EAGLE CONTRACTING LTD**

For:

By: Brett Senior
Agent for Eagle Recruitment

By: **Name of Authorised Mgr**