

## Terms & Conditions

This agreement is hereby entered into between

"Professional Placement Services" (Hereinafter referred to as "the Agency")

and

(Hereinafter referred to as "the client")

Recruitment terms and conditions as outlined below will be applicable for any and all placement services conducted by the Agency namely, Professional Placement Services to the client.

### Agency Obligations:

1. The Agency undertakes to use its skills and knowledge to seek out a suitable candidate for the client.

### Client's Obligations:

1. The Client agrees to pay the Agency the placement fee once the Agency's obligations have been met and a suitable candidate has been found and appointed by the client.

### Agency Fees:

Our standard professional fee for Recruitment is:

1. Professional Placement Services will invoice the client once the candidate has accepted employment by the client.
2. You (the client) validates that Professional Placements Services guarantee by making payment on receipt of the invoice or no later than 14 days from date of invoice.

2.1 Guarantee for purposes hereof shall have the meaning set out as below:

Our guarantee period is 90 days on all long-term placements (12 months +).

The guarantee period will be proportioned for short term/temporary placements (calculated as a fourth of the employment period).

Our guarantee is only validated on receipt of payment by ourselves.

Kindly note: it is the client's full responsibility to ensure that Professional Placement Services has received the payment for the placement within Fourteen (14) days from date of invoice.

3. If the invoice has been paid by the client and the chosen candidate leaves your employment within the guarantee period for any reason including retrenchment, disablement, unfair dismissal, death, or unfair labour practices, Professional Placement Services will find a suitable replacement candidate for the client. This will be carried out with urgency.

Should a suitable candidate not be found by Professional Placement Services, a credit note to the value of 100% of the placement fee paid will be provided to the client for a period of 6 months which will be used for any future placements.

When there is a difference in the amount of the invoices, such as the original fee for the placement and where a new replacement is required at a different fee, a credit note will be issued to cover the difference and may be applied to future placements. This credit note will be valid for 6 months from date of issue.

#### Agency Fees:

- 12% of chosen candidate's annual gross salary amount on a permanent/long term placement.
- 30% of the selected candidates pay for the duration of the temporary period.

4. It is a term of this agreement that the client agrees to pay Professional Placement Services fees should you employ a candidate who has been introduced to you by Professional Placement Services, in any capacity whatsoever, agreed upon between you and the candidate.

5. Should you introduce a Professional Placement Services referred candidate to any other third party, company, subsidiary, or associate, the client will be liable to pay the applicable placement fee on receipt of invoice.

6. Any third-party costs and / or expenses (including legal fees and other professional fees) incurred by the recruitment company in recovering amounts overdue pursuant to these Terms and Conditions shall be payable by the client.

#### Confidentiality:

The Agency hereby undertakes to treat all information supplied by the client as confidential and shall not pass such information on to any third party.

The client hereby undertakes to treat all information supplied by The Agency about a candidate as confidential and is not to pass such information on to any third party, unless required to do so in order for the Candidate to carry out his or her duties to the client.

Information, Damages, and Indemnity:

The Agency disclaims any and all liability for any loss, damage, costs or expenses suffered by the client, directly or indirectly, arising from the candidates' employment with the client. Should the client feel that the agency is at fault then it will be the client's responsibility to prove this in a court of law. All legal cost will be incurred by the client should the claim be thrown out or found to be untrue.

Professional Placement Services is not responsible for losses or damages suffered by either the candidate or the client in selecting candidates for listing, The Agency has relied on the information supplied by the candidate, and the information obtained from references supplied by the candidate. The agency has relied on such information in good faith and has passed on such information to the client in good faith.

The agency is not responsible for providing insurance or any payroll taxes and has no employment relationship with the candidates provided.

This document embodies the whole agreement between Professional Placement Services and the client. No variation, amendment, modification, deletion or addition to these terms and conditions shall be valid unless in writing, agreed to and signed by both the client and Professional Placement Services.

This contract shall be governed by the laws of South Africa.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2023

\_\_\_\_\_

(Duly authorised for the Client)

Name:

Designation

\_\_\_\_\_

(Duly authorised for Professional Placement Services)

Name:

Designation: