



Professional Placement Services

Established in 2002

TERMS AND CONDITIONS OF SERVICE

DEFINITIONS

- The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation, modification or amplification of any clause in this agreement. Unless a contrary intention appears:
- Professional Placement Services is Professional Placement Services or the agency.
- “Client” means _____ (Registration no ☺ _____) and the individual, entity, division, department or representative that extends the offer of employment to and engages the candidate. It shall also mean the individual, entity, division, department or representative that places a request or order with Professional Placement Services for the services of a permanent or temporary employees.
- “Candidate” means the individual whom obtains employment, assignment or engagement from the Client. Please note that any reference to gender shall include the other.
- “Employment” means work of whatever nature or description undertaken and conducted by the Candidate on behalf of the Client. In the event that the Client engages the services of an entity in which the Candidate is represented, then the Candidate will be considered employed, assigned or engaged by the Client. The financial benefit that accrues to that entity from the Client over the course of one year from the date upon which the services are provided shall be deemed to be the annual remuneration package of the Candidate.
- An “Introduction” shall be deemed to have been made when the Client receives the CV of the Candidate (be it by hand, fax, e-mail or otherwise). The Client shall be deemed to have accepted and shall be bound by these terms and conditions of employment once the introduction has been effected, as defined herein.
- A “Placement” shall be deemed to have been made when an offer of employment, assignment or engagement is offered by the Client to the Candidate and is accepted by same. The Placement fee shall be due once the placement has been effected, as defined herein, but shall not be payable by the Client until the Candidate’s commencement of employment. This payment is payable within 72 hours (3 days) of the Candidates first day of employment.
- A “Placement Fee” is the amount payable to Professional Placement Services upon the Candidate’s commencement of employment with the Client.

PLACEMENT FEE

- The placement fee is determined according to the formulae stated below:
- The placement fee shall be determined by means of reference to the letter of appointment or the written correspondence providing the Candidate's remuneration details. Professional Placement Services shall be entitled to request a copy of the Candidate's pay slip within 30 (thirty) days of the Candidate's commencement of employment, for the purpose of verifying the remuneration details and the Client shall be obliged to provide Professional Placement Services with same immediately upon request.
- In the event that remuneration information cannot be obtained by Professional Placement Services or in the event that there is a dispute over the terms of the remuneration package, Professional Placement Services shall be entitled to calculate its terms by means of reference to the remuneration package earned by the Candidate in the last year of his prior employment or by reference to the current market value of the Candidate, whichever is the greater. For the purposes of such an exercise, a Manager within the employment of Professional Placement Services shall be deemed competent to determine the Candidate's market value, as described herein.
- Professional Placement Services shall deliver an invoice to the Client on the Candidate's acceptance of employment or as soon thereafter as is reasonably possible.
- The Placement Fee that is payable by the Client to Professional Placement Services is calculated on the following formula.
- For permanent placements, 10 % (Ten) of the total annual remuneration package offered to, and accepted by, the Candidate.
- For the purposes of establishing a Candidate's total annual or contract remuneration package where the Candidate is employed on a "cost to company basis", the value of all contributions made by the Client in respect of medical aid, pension and provident funds and such-like shall also be taken into account. These values of benefits shall be added to the candidates annual salary and the placement fee will be calculated thereafter.
- For temporary placements, 15% (Fifteen) of the total earnings of the candidate over the temporary working period will be payable to Professional Placement Services.
- In the event that the Client decides to make a permanent offer to the temporary candidate and the candidate accepts then the placement fee for the temporary placement period is still payable in full and the placement will be converted to a permanent placement where 10% (Ten) of the Candidates total annual remuneration package offered to and accepted by the candidate will be paid to Professional Placement Services.
- No deductions of the temporary placement fee will be deducted from the permanent placement fee if the client decides to hire the person on a permanent basis.
- In the event that the Client retracts or goes back on an offer of employment previously accepted – either verbally or in writing - by the Candidate, the full placement fee will remain payable to Professional Placement Services. We will then send a selection of new CV's for the Client to review.
- Placement fee payment is payable on or before Candidates first day of employment or within 3 days (72 hours) from when Candidate starts employment. Failing to make payment will result in Professional Placement Services instructing the candidate not to return to work until such time as the payment has been made.

- In the event that the fee is still not paid to Professional Placement Services then Professional Placement Services will hand this over to their attorneys to recover the cost of the placement fee. The cost of recovery/legal fee will be payable by the Client.
- Once the placement has been converted to permanent placement then the placement fee is payable to Professional Placement Services upon receipt of invoice.
- Professional Placement Services will provide a 3 month guarantee period where we will replace free of charge should the Candidate or the Client decide to terminate the contract during this time. This includes if the candidate absconders.

GUARANTEE

- Professional Placement Services shall provide a guarantee in respect of any Candidate placed by it, given that the full payment due is received within the prescribed payment terms, on the following conditions:
- The Candidate must have been determined by the Client to be technically incompetent, namely be unable to perform the required duties or render the required services of the job for which he or she was employed.
- The Client must have notified Professional Placement Services, in writing, of its due and proper complaints and afforded Professional Placement Services a reasonable opportunity to rectify the situation and must have instituted formal disciplinary or performance counselling measures, in terms of applicable labour legislation, with substantive reasons for doing so.
- The guarantee will be extended only once the Candidate has been dismissed or his services have been terminated by the Client.
- The dismissal or termination of employment must have been effected.
- 3 month guarantee will be provided for ongoing, permanent placement.
- Once the dismissal or termination of employment has been effected, Professional Placement Services undertakes to replace the Candidate with a Candidate who possesses similar qualifications and who is satisfactory to the Client.
- In the event that:
 - The replacement candidate earns more than the Candidate initially placed, the fee will be recalculated on the annual remuneration package offered to the replacement candidate, in accordance with the formulae stipulated above, and any discrepancy between the initial fee and the recalculated fee shall be paid by the Client to Professional Placement Services upon delivery of an invoice in regard thereto.
 - The replacement Candidate earns less than the Candidate initially placed, the fee will be recalculated on the annual remuneration package offered to the replacement candidate, in

accordance with the formulae stipulated above, and any discrepancy between the initial fee paid and the recalculated fee shall be returned to the Client by Professional Placement Services in the form of a credit note to be used against future placements made.

- Professional Placement Services must be given a reasonable and exclusive opportunity to replace the Candidate and the Client is obliged to offer full assistance and co-operation in regard thereto.
- If full assistance and co-operation is not received i.e. bookings of interviews, feedback etc. the guarantee/credit note will automatically expire.
- In the event that Professional Placement Services is unable to place an alternative candidate with the Client within a mutually agreed time period (which will not exceed 30 days), Professional Placement Services shall furnish the Client with a credit note as follows to be used within 90 days before the credit note expires.
- All credit notes must be utilized against placements made by Professional Placement Services within 3 (Three) months/ 90 days of the date issue, failing which the credit note will automatically expire.

WAIVER

- Professional Placement Services endeavors to take all reasonable measures to ensure that referred candidates meet Client requirements. However, as the final decision to employ a Candidate rests with the client, Professional Placement Services will not be held responsible, or liable, for any damages caused either directly or indirectly by a Candidate introduced by Professional Placement Services. Professional Placement Services does not accept liability for any information and/or representation, express or implied, made by a Candidate introduced by Professional Placement Services, which subsequently proves to be untrue, unfounded or inaccurate.

FURTHER TERMS AND CONDITIONS

- In agreeing to interview a Candidate submitted by Professional Placement Services, the Client agrees with, and acknowledges, the following:
- Professional Placement Services is the first and sole representative of the Candidate, and
- The Candidate does not exist on the Client's internal database nor has the Candidate been referred by another party prior to the introduction made by Professional Placement Services.
- A fee will be due and payable by the Client to Professional Placement Services in the event that the Client employs any Candidate introduced to it by Professional Placement Services within a

period of 12 (Twelve) months from the date of such introduction. This shall be irrespective of whether the Candidate is employed by the Client:

1. In a different division or department.
 2. By a different representative.
 3. In a different capacity.
 4. Or, previously rejected or declined an offer made to him or her by the Client.
 5. Or whether any other party is, or may be, entitled to a fee for the introduction of the Candidate by the original Client after Professional Placement Services introduction.
 6. A fee will be payable by the Client to Professional Placement Services in the event that the Client refers any Candidate, or provides the details of any Candidate, to any third party, who then employs the Candidate introduced to the Client by Professional Placement Services within a period of 12 (Twelve) months from the date of such introduction, irrespective of whether the Candidate is employed by that third party in a different capacity.
 7. Unless otherwise agreed, the Client shall not, directly or indirectly, employ or offer employment to any employee of Professional Placement Services. In the event that the Client employs one of Professional Placement Services Candidates, without prior permission, the Client shall pay a fee equal to 25% (Twenty -Five) of the annual remuneration package offered to such employee, in accordance with these terms and conditions.
- Amendments or alterations to these terms and conditions will have no legal effect unless agreed by a duly authorised Professional Placement Services Manager and reduced to writing, and signed, by same.
 - Professional Placement Services and the Client agree to comply with all applicable South African employment legislation when conducting their recruitment processes and hereby indemnify one another against any issues arising out of non -compliance with the aforesaid legislation.
 - In the event of the Client failing to make payment to Professional Placement Services and continues to use the candidate, it will be within public interest for Professional Placement Services to advise all other placement agencies and any other entities that should know of the non-payment by the client. This applies even if the candidate is no longer working for the Client.
 - In completing and returning our requirements form or giving Professional Placement Services the go ahead with the placement process (this includes written and/or verbal), Professional Placement Services assumes that all T's and C's are understood and that the client is aware of our pricing structure. No fee is payable to Professional Services upfront but the placement fee is payable once the chosen candidate accepts the position (verbal contract) even if a written contract has not been signed by the client and the chosen candidate.
 - Professional Placement Services reserves the right to terminate this contract without notice in the event that Professional Placement Services ceases to carry on business, is liquidated or placed under provisional management.