

Recruitment Process and Terms of Business Placement Specialist (Pty) Ltd

Unless the context requires otherwise, references to the singular include the plural.

1. PURPOSE OF THESE TERMS:

These terms constitute the contract between Placement Specialist (Pty) Ltd and the client and are automatically deemed to be accepted by the client by virtue of an introduction of a candidate's curriculum vitae, the employment of a candidate or the passing of any information about the candidate to any third party following the introduction. These terms contain the entire agreement between the parties and unless otherwise agreed, approved and signed in writing, prevail over any other terms and conditions put forward by Placement Specialist (Pty) Ltd.

No variation or alteration to these terms shall be valid.

A signed Client Consent Agreement accompanies these terms as confirmation of Fee Agreements and acceptance thereof. A separate Client Consent Agreement will confirm the agreed placement fee percentage between the said client and Placement Specialist (Pty) Ltd.

The headings contained in these terms and conditions are for convenience only and do not affect their interpretation.

2. GLOSSARY:

"COMPANY" is Placement Specialist (Pty) Ltd

"CLIENT" means the prospective company/employer, and the individual, business, business unit and any other affiliated entities that extends an offer of employment (permanent or otherwise), assignment or contract, for which they accept any application of candidate/s via e-mail, telephone, facsimile or by hand. It shall also mean the company/employer and the individual, business, business unit and any other affiliated entities that place a request/order/requirement with Placement Specialist (Pty) Ltd for the services of a permanent employee, an independent contractor, a contractor or a temporary employee as defined by legislation and precedent.

"CANDIDATE" means the applicant/individual/entity (be it a company, close corporation or otherwise) introduced to the client via e-mail, telephone, facsimile or by hand from Placement Specialist (Pty) Ltd, whom the client then makes an offer of employment whether on assignment, contract or permanent.

"EMPLOYMENT" means work of whatever nature or description undertaken and conducted by the candidate on behalf of the client. A candidate will be deemed employed on the date upon which he/she commences at the client. A candidate will be deemed permanently employed unless otherwise agreed, in writing between the client and Placement Specialist (Pty) Ltd. 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 candidate from the client from the date upon which the services are provided by the candidate shall be deemed to be the annual remuneration package of the candidate.

"PRESENTATION / INTRODUCTION" has occurred when the client (including all divisions, departments or representatives) receives the Curriculum Vitae of the candidate (whether by hand, facsimile, e-mail or otherwise) from Placement Specialist (Pty) Ltd. The client shall be deemed automatically to have accepted and shall be bound by these terms of business once the introduction has occurred, as defined herein.

“OFFER” means an individual, company or any affiliated entities, business or business units that accepts a Curriculum Vitae of a candidate, whether by hand, e-mail, facsimile or otherwise, and extends a contract, assignment or permanent offer/contract/letter of employment to the said candidate, whether verbally or in writing.

“PLACEMENT” shall be deemed to have been made when an offer/contract/letter of employment, contract and assignment, temporary or permanent employment is offered by the client to the said candidate and is accepted by the said candidate and a commencement date agreed upon in writing.

“PLACEMENT FEE” means the amount that is payable by the client to Placement Specialist (Pty) Ltd. The placement fee is calculated on the Annual Salary of the said candidate with the said client. This includes all benefits/contributions given to the candidate, including medical aid contributions, pension / provident fund contributions and such-like, however excludes bonus cheques, commission and profit-sharing incentives provided by the client. VAT is not calculated and payable on all placement fees.

“RESTORATION GUARANTEE” means the amount that is credited should a suitable re-placement not be found within 20 (twenty) working days (by mutual agreement with both client and Placement Specialist (Pty) Ltd), the client will then be furnished with a credit note. This does not mean a money back guarantee. Restoration Guarantees are passed in the form of a credit note. No further guarantees are extended by Placement Specialist (Pty) Ltd to replacement candidates.

“EXCLUSIVE” means that Placement Specialist (Pty) Ltd is the sole provider of recruitment for the client.

“NON EXCLUSIVE” means that Placement Specialist (Pty) Ltd is not the sole provider of recruitment for the client as the client will be working with various agencies/companies.

3. THE CONTRACT:

3.1 In the event where it is found that the client has employed any candidate introduced by Placement Specialist (Pty) Ltd within a 12 month period from the date of such introduction and not having informed Placement Specialist (Pty) Ltd directly, a Finder's Fee will be due and payable immediately by the client to Placement Specialist (Pty) Ltd irrespective of whether the candidate is employed in a different division or department, by a different representative, in a different capacity, or previously rejected/declined an offer made to him/her by the client or whether any other party is or may be involved, will entitle a fee for the introduction of the candidate to the client by Placement Specialist (Pty) Ltd.

3.2 A finder's placement fee will equal 30% of the annual salary offered to and accepted by the candidate (excl VAT). This includes all benefits, including medical aid contributions, pension/provident fund contributions and such like, however excludes bonus cheques, commission and profit-sharing incentives contributed by the client to the candidate's annual salary package

3.3 In the event that remuneration information cannot be obtained by Placement Specialist (Pty) Ltd or in the event that there is a dispute over the terms of the remuneration package, Placement Specialist (Pty) Ltd will be entitled to calculate its terms by means of reference to the remuneration package earned by the candidate in the last year of his/her prior employment.

3.4 If there is more than one agency recruiting for a position, there may be occasions where the same Curriculum Vitae will be received.

If a candidate, (through an agency) is interviewed it is likely that it is understood that fees are agreed to, if the said candidate is appointed. To avoid any disputes over who the placement fee is payable to, the agency that sent the Curriculum Vitae **first**, is the agency that will be worked with regarding the said candidate and make clear to the other agencies that their introduction of the said candidate has been rejected. It is important to decide which agency is to be worked with and confirm to the agency that their Terms of Business have been agreed upon.

4. PRESENTATION / INTRODUCTION:

The client automatically agrees:

4.1 Not to conduct any direct communication with a presented candidate from Placement Specialist (Pty) Ltd. All communication regarding the said candidate will go through Placement Specialist (Pty) Ltd.

4.2 To notify Placement Specialist (Pty) Ltd immediately of any offer/letter/contract of employment available to a presented candidate. Placement Specialist (Pty) Ltd will communicate to the said client whether its offer/letter/contract of employment to the said candidate has been declined or accepted.

4.3 To notify Placement Specialist (Pty) Ltd immediately in writing, in the event of a candidate dismissal during the guarantee period only.

4.4 To pay Placement Specialist (Pty) Ltd the full amount due specified on invoices submitted.

4.5 To provide detailed job specifications for the relevant position/s which shall include: position, reporting structure, commencement date, duration of employment (permanent, contract or temporary), contract to permanent possibilities where applicable, qualifications, experience, skills, preferences, inherent job requirements, employment equity requirements, salary or rate per hour and urgency of the position (when the position needs to be filled by).

4.6 The client automatically agrees to notify Placement Specialist (Pty) Ltd within 7 (seven) days of terminating a candidate/s employment during the guarantee period only and must have honoured all invoice conditions.

5. PLACEMENT FEE:

5.1 The placement fee is calculated from the letter of appointment or written confirmation from the client via fax or e-mail on the offer/letter/contract of employment to the said candidate. Placement Specialist (Pty) Ltd shall be entitled to request a copy of the placed candidate's payslip 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 Placement Specialist (Pty) Ltd with same upon request.

5.2 The placement fee is calculated upon the annual salary offered to and accepted by the said candidate. Annual salary includes full contributions by the client with regards to medical aid contributions, pension/provident fund contributions and such-like contributions and

allowances, however, excludes bonus cheques, commission and profit-sharing incentives/earnings.

6. CONTRACT TO PERMANENT POSITION CONVERSIONS:

- 6.1 This fee is waived should the client elect the once-off placement fee payment option calculated upon the annual salary offered to and accepted by the said candidate. (as set out in 5.2) when initially appointing the candidate. Should the once-off placement fee payment not be selected a permanent conversion fee will apply calculated at 10% of the annual salary offered to and accepted by the said candidate calculated over 12 months irrespective of the contract duration.
- 6.2 Placement Specialist (Pty) Ltd will invoice the Client at a standard permanent placement fee (as set out in 5.2) should the Candidate be converted to permanent employment at any time during the candidate's appointment as a temporary contractor, or within 12 months after the termination of said contract employment should the client wish to rehire.
- 6.3 In the event a Candidate is employed on a temporary or contract / limited duration basis, the annual remuneration package shall be the amount that the Candidate would have earned had he/she remained in the employ of the client for a 12 month period, with reference to the amount earned over the period of the assignment unless otherwise agreed in writing between Placement Specialist (Pty) Ltd and the Client.
- 6.4 Unless otherwise agreed the contract fee is calculated at 15% over the period of the temporary assignment, limited duration or fixed term contract.
- 6.5 If the candidate is deemed technically incompetent to fulfil the job responsibilities (whether technical or service). This guarantee does not extend to personality clashes and culture fits. All endeavours will be made to ensure that the best candidate is positioned for the respective position. Please note that the guarantee does not extend to any other reasons for leaving employment beyond technical incompetence. The many variables at play prevent an extension of the guarantee beyond technical competence.
- 6.6 Should a candidate leave within 30 (thirty) days, 50% (fifty percent) of the contract fee will be credited towards sourcing a suitable replacement. No further guarantees will be extended by Placement Specialist (Pty) Ltd to replacement candidates.

7. SERVICE OFFERING:

- 7.1 A successful solution can be found using candidate searches and advertising campaigns to attract suitable candidates.
- 7.2 Registered Candidate Search: Accurate, swift and effective portals are accessed.
- 7.3 Advertising Campaigns: Specifically, targeted press and online advertising campaigns.

8. GUARANTEES:

The client automatically agrees:

With each candidate placed by Placement Specialist (Pty) Ltd with a client, a 5 (five) month guarantee is given in respect of which Placement Specialist (Pty) Ltd has received full payment of the placement fee from the date of commencement of employment, assignment, contract or engagement, within the following constraints:

- 8.1 If the candidate is deemed technically incompetent to fulfil the job responsibilities (whether technical or service). This guarantee does not extend to personality clashes and culture fits. All endeavours will be made to ensure that the best candidate is positioned for the respective position. Please note that the guarantee does not extend to any other reasons for leaving employment beyond technical incompetence. The many variables at play prevent an extension of the guarantee beyond technical competence.
- 8.2 The client must have followed Labour Legislation in all procedures before dismissing the candidate.
- 8.3 The client must notify Placement Specialist (Pty) Ltd in writing, advising on the reason for dismissal immediately.
- 8.4 The dismissal or termination of employment must fall within 5 (five) months of the commencement of the candidate in order for the guarantee to take effect.
- 8.5 The guarantee will only be extended once the candidate has been formally dismissed or his/her services have been terminated by the client in writing.
- 8.6 Placement Specialist (Pty) Ltd must be given 20 (twenty) working days by the client and full co-operation and exclusivity in order to find a suitable re-placement for the said position.
- 8.7 Should the re-placement candidate exceed the annual salary offered, then the placement fee will be re-calculated, and the difference charged to the client and likewise for a lower annual salary.
- 8.8 No further guarantees will be extended by Placement Specialist (Pty) Ltd to replacement candidates.
- 8.9 Guarantee is not position specific.
- 8.10 Please be advised that you will automatically forfeit the guarantee should the placement fee not be paid in full on the commencement date of the said candidate commencing employment within your company.
- 8.11 A Guarantee does not mean a money back guarantee. A Guarantee will be passed in the form of a credit note.

9. RESTORATION:

Should a candidate leave between **30 (thirty) and 90 (ninety) days, 100% (one hundred percent)** of the placement fee will be credited.

Should a candidate leave between **91 (ninety-one) and 120 (one hundred and twenty) days, 50% (fifty percent)** of the placement fee will be credited.

Should a candidate leave between **121 (one hundred and twenty-one) and 150 (one hundred and fifty) days then 20% (twenty percent)** of the placement fee will be credited.

The credit note must be used within 6 months upon the date in which it is granted, failing which it will automatically lapse.

There will be no credit note issued, where the candidate leaves after 151 (one hundred and fifty-one) days of commencement.

10. LATE AND NON-PAYMENTS:

The guarantee period will automatically be forfeited without notification should late payments occur. In the event of a non-payment (after payment reminder notifications – verbal or written) Placement Specialist (Pty) Ltd will be entitled to charge a calculated interest from the date of non-payment to the date of payment without the necessity to have requested payment.

11. CANCELLATION FEE:

If after an offer of employment has been made to the said candidate (verbal or written), the client decides for any reason to withdraw the offer (verbal or written), the client shall be liable to pay Placement Specialist (Pty) Ltd the applicable placement fee of the annual salary of the said offer for the said candidate.

12. LIABILITY WAIVER:

12.1 Placement Specialist (Pty) Ltd endeavours to assist clients to appoint the resources that best meet the client's requirements including environment and culture fit. However, as the final decision to employ a candidate, rests with the client, Placement Specialist (Pty) Ltd will not be held liable, for any damages caused either directly or indirectly by a candidate introduction by Placement Specialist (Pty) Ltd.

12.2 Placement Specialist (Pty) Ltd and all other trading entities underneath Placement Specialist (Pty) Ltd shall not be held liable under any circumstances for any loss, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the client arising from or in any way connected with Placement Specialist (Pty) Ltd from the introduction to or engagement of any candidate by the client or from the failure of introduction of the candidate to the client. Placement Specialist (Pty) Ltd does not accept liability for any information and / or representation, expressed or implied, made by the candidate introduced by Placement Specialist (Pty) Ltd, which subsequently proves to be untrue, unfounded or inaccurate. In the event of death or personal injury, Placement Specialist (Pty) Ltd does not accept liability that may arise from negligence.

12.3 Both Placement Specialist (Pty) Ltd and the client agree to comply with all applicable South African employment legislation when conducting recruitment processes.