

## TRANSAUTO RECRUITMENT CC

### CLIENT TERMS AND CONDITIONS OF SERVICE FOR THE INTRODUCTION OF APPLICANTS

#### 1. DEFINITIONS

"Agency" means Transauto Recruitment cc. of 67 -7<sup>th</sup> Street, Linden, Johannesburg, South Africa.

"Applicant" means a candidate introduced to the Client by the Agency.

"Client" means the person, firm or corporate body or its' subsidiary or associated company to which the Applicant is introduced.

"Employment / employ" means the employment or act of employing an Applicant by the Client, whether on a permanent, temporary or contractual basis following the introduction of an Applicant to the Client by the Agency.

"Introduction" means the introduction of suitable Applicants by the Agency to the Client.

"Position" means an employment opportunity that the Client is able to offer to a suitable Applicant.

"Remuneration" means the total cost to company salary package (including all benefits and where applicable the company car) which the Applicant can anticipate earning per annum from the Client from such position.

Unless the context requires otherwise, references to the singular include the plural, to natural persons includes juristic persons, both vice versa.

The headings contained herein are for reference only and do not affect the interpretation of the clauses.

#### 2. THE CONTRACT

The terms and conditions contained in this contract shall govern each and every transaction in terms of which an Applicant is introduced by the Agency to a Client and the Client employs such Applicant.

#### 3. COMMISSIONING, FEES AND BILLING

- 3.1. On written or verbal instructions from the Client, the Agency will search for, and screen Applicants and provide the Client with the curriculum vitae of the Applicants that are in the opinion of the Agency, best suited to the position.
- 3.2. Placement fees will become payable to the Agency by the Client and the Client will be invoiced once the successful Applicant has taken up the offer of a position.
- 3.3. The Client agrees:
  - 3.3.1. To notify the Agency immediately of any offer of employment which it makes to the Applicant;
  - 3.3.2. To notify the Agency immediately that its offer of employment to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
  - 3.3.3. To pay the Agency's invoiced placement fee amount within 30 days of date of invoice.
- 3.4. In the event the Client employs an Applicant whether permanently, temporarily, directly or indirectly for any position within a period of 6 months of being introduced to the Client by the Agency, the Agency will be entitled to charge the Client a placement fee equal to 75% of its standard placement fees.
- 3.5. Subject to the limitations as set out in clause 3.6, if within a period of 90 days after an offer of employment is made to the Applicant, the Client decides for any reason, other than unsuitable references, to withdraw the offer, or the Applicant tenders his resignation, then the Agency shall claim the placement fee as follows:
  - 3.5.1.1. Within 1 month, fifty percent of the placement fee.
  - 3.5.1.2. Within 2 months, seventy five percent of the placement fee.

3.5.1.3. Within 3 months, ninety percent of the placement fee.

- 3.6. In the event that the Client withdraws the offer or the Applicant tenders his resignation as contained in clause 3.5, the Agency will endeavour to replace the Applicant with another suitable Applicant within one month of such event, free of charge. If the Agency is unable to find a suitable applicant then the Agency shall refund the Client as per clause 3.5.1, 3.5.2 or 3.5.3. above. This offer shall not be available if the Agency's fee has not been paid within the 30 days period referred to in clause 3.3.3.
- 3.7. The Agency reserves the right to charge interest from the date of invoice to the date of receipt of payment on invoiced amounts remaining unpaid after 30 days, at the rate of 5% per annum above the prevailing prime interest rate as published by Absa Bank Limited from time to time.
- 3.8. The Agency's standard placement fees are as follows:

Remuneration*	Placement Fee % **	Guarantee Period
Under R100 000	15.0%	90 days
R100 001 to R300 000	17.5%	90 days
R300 001 to R500 000	20.0%	90 days
R500 001 upwards	22.5%	nil

\*\* Fees are quoted ex Vat

\* To determine the Total Annual Cost to Company Salary Package, the Agency will take into account basic salary, bonuses, 13<sup>th</sup> cheque, 7<sup>th</sup> cheque and such-like. Company and individual contributions in respect of medical aid, pension and provident funds and such-like, travel allowances, subsidised housing or the provision of accommodation, billable hours, sign-on bonuses, restraint of trade payments, commissions and any and all other benefits. Company cars are assessed as follows: R36 000 on a package up to R300 000 p.a. and R 48 000 on a package exceeding R300 000p.a.

## 4. SUITABILITY AND REFERENCES

4.1. The Client will provide the Agency with a recruitment brief which will include:

- Introduction and background to the Company
- The job role and job description
- Remuneration package
- Annual Leave
- Hours of work
- Notice periods
- Reporting line
- Direct reports / team size
- Key tasks
- Start date
- Location
- Required candidate profile (i.e. a list of attributes, skills, experience, qualifications required)

4.2 If required by the Client to do so, the Agency will obtain confirmation of the Applicant's identity, his/her work experience, training and qualifications, and that the Applicant is willing to work in the position. The Agency may use an external service provider to undertake CV validation and background checks.

4.3 Notwithstanding the above, the Client shall satisfy itself to the suitability of the Applicant and subject to clause 4.4. below, the Client shall take up any references provided by the Applicant to it or to the Agency before engaging such applicant.

4.4 As the Agency gives Applicants an express assurance that references will not be taken up, nor present or past employers contacted without their express permission the Client hereby undertakes to respect this express assurance, and not to take up references or contact present or past employers without the express written permission of the Applicant or Agency.

4.4. The Client agrees that it will assume the responsibility of obtaining work permits and/or such permission for the Applicant to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

## 5 GENERAL

# TRANSAUTO RECRUITMENT

- 5.1 All advertising charges incurred in the action of suitable Applicants are borne by the Agency unless alternative prior arrangements are agreed to with the Client. The Agency reserves the right to select appropriate media and to prepare the relevant advertising material.
- 5.2 These terms and conditions form the sole contract between the Agency and the Client, and no variation or cancellation of these terms and conditions shall be of any force and effect unless reduced to writing and signed by both the Agency and the Client.
- 5.3 These terms and conditions will govern the relationship between the Agency and the Client whether signed by the Client, or electronically accepted by the Client, or tacitly accepted by the Client in employing an Applicant introduced by the Agency to the Client.
- 5.4 The Client will be liable to pay costs of the Agency on an attorney and client scale, including but not limited to Sheriff's costs, tracing costs, advocates costs, collection commission, etc, in the event whereby the Client does not make payment of the placement fee as set out herein or is otherwise in breach of the Terms and Conditions contained herein and the Agency institutes or commences action against the Client.
- 5.5 The Client agrees that the address set out on the face of this contract or as captured on the Agency's website shall be the domicilium et executandi of the Client and any letter, notice or process shall be validly served if sent to such address. The Client may change its domicilium by sending a letter to the Agency per registered post or amending its domicilium details on the Agency's website.
- 5.6 The Agency shall not be liable under any circumstances for any and all losses, expenses, delays, costs, damages or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from, or in any way connected with, the Agency seeking an Applicant for the Client or from the Introduction to or employment of any Applicant by the Client or from the failure of the Agency to introduce any Applicant.
- 5.7 While the Agency will implement precautionary measures to ensure that the Transauto Recruitment website is free from viruses, the Agency cannot and does not guarantee or warrant that files available for downloading through the site or delivered via electronic mail through the site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. The Client agrees to be responsible for implementing sufficient protective software on its system that will satisfy its particular data security requirements and for maintaining a means external to its workstation for the reconstruction of any lost data.

Signed for and on behalf of the Client at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

(who duly warrants his authority )

Signed for and on behalf of the Agency at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature : \_\_\_\_\_(who duly warrants his authority )