

## Terms and Conditions – Placement Point (Pty) Ltd

### A. PERMANENT PLACEMENTS

- 1.1 Placement Point (Pty) Ltd confirms that no charge will be made to the client until the client employs a successful candidate.
- 1.2 A consultancy fee is payable to Placement Point (Pty) Ltd if, within 12 months of candidate's introduction to the client
  - (a) The candidate is engaged in any capacity by the client;
  - (b) The candidate is introduced by the client to a prospective employer.
- 1.3 Placement Point (Pty) Ltd fee is based on the annual salary package or cost to company package at which the candidate is employed, including a 13<sup>th</sup> cheque, and any other benefits or allowances.
- 1.4 Placements Point (Pty) Ltd bears all advertising costs to attract suitable applications, unless alternative arrangements have been agreed to by the client.
- 1.5 Placement Point (Pty) Ltd reserves the right to handle all aspects of advertising at its sole discretion.

### 2. THE FEE STRUCTURE FOR PERMANENT PLACEMENTS

<u>Annual Package</u>	<u>Fee</u>	<u>Guarantee Period</u>
R0 – R60 000 per annum	15.5%	3 Months from start date
R60 001 – R100 000 per annum	17.5%	3 Months from start date
R100 001 – Upwards	20%	3 Months from start date

These fees will apply unless otherwise arranged in writing and no verbal changes will be accepted

### 3. GUARANTEE / REPLACEMENT CANDIDATES (ONLY ONE REPLACEMENT PER PLACEMENT IS APPLICABLE)

Should our candidate tender their resignation or leave your employ subject to correct procedures (for any reason other than retrenchment, unfair dismissal, disablement or death) and provided the full fee was paid within 7 (seven) days of the candidate starting, Placement Point (Pty) Ltd will endeavour to offer a replacement candidate.

Failing to find a suitable replacement; no cash refund will be given but a credit of 70% (1<sup>st</sup> month) / 50% (2<sup>nd</sup> month) / 20% (3<sup>rd</sup> month) of that specific fee will be granted against the next placement.

Placement Point (Pty) Ltd must be informed in writing within 7 (seven) days should the candidate leave within the specified guarantee period.

### 4. GUARANTEE PERIOD

The guarantee period is subject to the fee being paid within 7 (seven) days of date of the candidate starting. If payment is not made within this specified time your guarantee period automatically lapses / falls away and interest at prime rate (maximum rate permissible by law) will be levied on all overdue accounts

In the event of non payment, the client shall be liable for any collection or legal charges or Lawyers' fees, including cost for Attorney and own client scale incurred in recovering money.

### B. CONTRACT PLACEMENTS (Client pays the Candidate)

- 1.1 A 25% fee will be charged on contract placements (contract period x salary x 25%)
- 1.2 If the contract is renewed a fee will be charged based on the same formula as above.
- 1.3 If the candidate's contract is terminated before the completion of the contract period, PP will attempt to replace him/her within 48 hours.
- 1.4 If Placement Point (Pty) Ltd is unsuccessful in finding a suitable replacement candidate Placement Point (Pty) Ltd will hold a pro-rata credit for any future placement with your company.
- 1.5 If the candidate is employed permanently after an initial contract our normal Terms and Conditions for permanent placements will apply. (ie. Contract fee will not be deducted from permanent fee)
- 1.6 Placement Point (Pty) Ltd must be informed of any contracts renegotiated or extended with Candidate s introduced by Placement Point (Pty) Ltd

### C. TEMPORARY PLACEMENTS (Placement Point (Pty) Ltd pays the Candidate)

- 1.1 Placements Point (Pty) Ltd will negotiate and agree temporary fees. This will be confirmed in writing.
- 1.2 Placement Point (Pty) Ltd must be informed of any contracts renegotiated or extended with Candidates introduced by Placement Point (Pty) Ltd

### D. LIABILITY

While every endeavour has been made by Placement Point (Pty) Ltd regarding the capabilities of the candidate, Placement Point (Pty) Ltd does not warrant their competence, ability and honesty. Furthermore Placement Point (Pty) Ltd cannot be held liable for any claims of whatever nature due to a dishonest act, negligence or malicious damage to property by any candidate permanently or temporarily placed with the client.

Placement Point (Pty) Ltd will consider it a binding contract of acceptance of its terms and conditions once a client agrees to interview and appoint one of its candidates.

I \_\_\_\_\_ duly authorised by \_\_\_\_\_ hereby confirm and accept the terms and conditions of Placement Point (Pty) Ltd.

Designation / Position

Signature

Date

### CREDIT APPLICATION / COMPANY DETAILS

Company Details			
Company Name:		Date established:	
Registration Number:		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (please specify):	
VAT Number:			
Industry:			
Contact Details		Banking Details	
Tel:		Name of Bank:	
Fax:		Bank Account Number:	
Cell:		Branch Name:	
E-mail:		Branch Code:	
Website:			
Physical Address		Postal Address	
Unit/Building/ Number		Po Box/ Postnet Suite	
Street		Area	
Area		City	
City		Postal Code	
		Same as Physical Address	<input type="checkbox"/>
Business/Trade References			
Company Name	Contact Person	Contact Number	

I/We \_\_\_\_\_ from \_\_\_\_\_,  
hereby certify that the above information is correct.

\_\_\_\_\_  
Designation/ Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date