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### **TERMS AND CONDITIONS OF SERVICE**

**Placement Dynamics** will provide service excellence that includes quality placements and specialized services to our Clients. All positions and Applications remain confidential protecting the rights and interests of both the client and the applicants.

**Placement Dynamics** specializes in all levels of recruitment which include General Office Administration and Support, Managerial, Sales and Marketing, Human Resources, Legal, Finance, General Clerical, Information Technology, Medical, Engineering, Hospitality and Artisans.

**Placement Dynamics** offers contract and permanent staffing.

### **OUR SERVICE TO YOU**

We personally conduct on-site visits to our clients to ensure that we understand your business strategy, company culture and to receive a detailed job specification to assist you in placing the ideal candidate.

On receiving a detailed job specification a candidate search on our database is conducted in order to match the most suitable candidates;

- Job selections are achievable, measurable, fair and non-discriminatory.
- Your company's vacancies are advertised at no additional cost.
- Detailed interviewing which is legally compliant is conducted by experienced and professional consultants.
- Detailed reference checking is competency aligned to utilise past performance to predict future behaviour.
- A credit, criminal and qualification verification is completed on selected candidates.
- An assessment is conducted on each candidate.
- A Curriculum Vitae of short listed candidates is provided with skills evaluation and references to aid decision making.
- Interviews are arranged on behalf of the client.
- Personality profiles are available on request.
- No fee arises until a suitable candidate is appointed and commences employment.

**Professional consulting services in Human Resource Management and payroll administration, subject to quotation**

## **SUBMISSION OF CURRICULUM VITAE'S**

To ensure absolute confidentiality, no contact is to be made with any current or previous Employer without the express permission of the candidate. Please note that all CV's submitted are subject to Terms of Business and remain the property of **Placement Dynamics**. Interviewing of Candidates is a tacit acceptance of these Terms and Conditions.

## **FEES & PAYMENT**

The fee is calculated on the basis of 12% of the candidate's annual remuneration. Fees arise and become due for payment when the candidate introduced commences employment in any capacity (whether as an individual or other legal entity) contract or permanent with your company or a party to whom you introduce the candidate within one year of the last date of referral.

Employment of a candidate referred by **Placement Dynamics** will be deemed to be an acceptance of our terms. The fee is based on 12% of the candidate's annual remuneration, irrespective of how the package is structured. The fee is payable by the employer and no charge is made to work seekers.

The fee is payable within 5 working days of the candidate's commencement of employment. **Placement Dynamics** reserves the right to charge interest at a rate of 2.5% per month on any amounts remaining unpaid 30 days after the date of invoice.

**Placement Dynamics** reserves the right to charge a placement fee should a Placement Dynamics employee be recruited by a Client or third party introduced by the Client.

**Placement Dynamics** is entitled to reasonable collection fees, attorney fees, and any other expenses incurred in the collection of all charges on the client's account.

## **GUARANTEE**

**Placement Dynamics offers a Three-month Guarantee (90 Days) subject to the Guarantee being validated. The Guarantee is validated by the full fee being paid within 5 (five working days) of the candidate commencing employment.**

Should the payment be made via cheque kindly make sure the cheque is cleared timeously

The Guarantee is not valid when the candidate is no longer employed due to termination owing to operational requirements, an unfair labour practice or a breach of agreement with the **Placement Dynamic** referred employee, which causes the said employee to leave.

Please note that the guarantee will become validated only by prompt payment within the terms as stated. (I.e. paid in full within 5 working days of date of invoice)

Should the salary of the replacement candidate exceed the original placement fee the original charge will be credited in full, and the new placement fee will be calculated and invoiced on the replacement's package. When the replacement candidate or applicant commences employment with the client a new guarantee will apply to the replacement candidate. There is a limit to one replacement as per the original vacancy specification.

If **Placement Dynamics** is unable to find a suitable replacement a credit note will be issued in favour of the client against the next **placement** through **Placement Dynamics, this does not include Contract assignments.**

A request for a replacement or a credit is to be made in writing, within ten days of the last day of the applicant's employment. Should you decide not to replace the applicant, the guarantee is null and void. Should you request a credit in lieu of the replacement, the credit is to be utilised within a period of 12 months. Should the client not utilise the credit within a period of 12 months, the credit becomes null and void.

**Placement Dynamics** attempts at all times to provide their clients with accurate details of candidates with regards to their qualifications, personal details and work experience in alignment with the New Labour Relations Law;

- However, these details are primarily based on the information given by the candidates themselves. No responsibility will be accepted by **Placement Dynamics** for any errors, omissions or misinterpretations.
- **Placement Dynamics** and/or its employees accept no responsibility or liability whatsoever for any loss, cost, damage or injuries to persons and/or properties resulting directly or indirectly from introduction of a candidate.

## REFERENCES

All references are forwarded on a strictly confidential basis and should not be discussed with the candidate.

## HEAD HUNTING

Where the client requests a **search or headhunting service**, we will charge a 20% fee up front and a 20% fee on delivery of short-listed curriculum vitae's, and 60% will be charged on the placement of a candidate or applicant.

## TERMS AND CONDITIONS FOR CONTRACTUAL ASSIGNMENTS

### CONTRACTUAL ASSIGNMENT / FEE

Should you place a candidate on a fixed term contract/contractual assignment for a period of time a monthly contractual fee of 25% of the candidate's monthly salary will be invoiced and due at the beginning of each month. Should the candidate be appointed in a permanent position, an additional 10% placement fee will be invoiced, based on the candidate's annual salary with a guarantee period of 3 months (90 days).

**Placement Dynamics** reserves the right to charge interest at the rate of 5% per month on overdue balances

### NOTICE PERIOD

Should the client or candidate wish to cancel an assignment, both parties are to advise **Placement Dynamics** in advance in writing of the intention to cancel the assignment, to enable **Placement Dynamics** to give the following notice to either party;

- 24 Hours' notice, if the assignee has worked for less than one month.
- One week's notice, if the assignee has worked for six months or less.
- Two weeks' notice, if the assignee has worked for more than six months, but less than a year.
- Four weeks' notice, if the assignee has worked for a year or longer.

**OVERTIME**

The Basic Conditions of Employment Act restricts overtime to ten hours a week, with the Maximum of working hours (both normal and overtime) restricted to twelve hours a day.

Overtime will be charged;

- After forty normal working hours in a week, starting on a Monday and ending on a Friday, at time and a half.
- At time and a half, for the first five hours on a Saturday
- At double time, after the first five hours on a Saturday, or any hours on a Sunday or Public Holiday

No variations can be made to these Terms of Service without written confirmation signed by or on behalf of both parties.

**Acceptance of Terms of Service**

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

**Company:** \_\_\_\_\_

**Signed at** \_\_\_\_\_

**on**

**day of** \_\_\_\_\_

**20** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Invoicing and Payment Information**

Name of person to whom invoices must be addressed \_\_\_\_\_

Postal address \_\_\_\_\_

Physical address \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

E-Mail address \_\_\_\_\_

Name of person to be contacted regarding payment \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

E-Mail address \_\_\_\_\_

Does your business require a Purchase Order Numbers on invoicing from Placement Dynamics?

Yes

No