



RECRUITMENT TERMS AND CONDITIONS

APPLICABILITY

- These terms and conditions apply to all referrals of candidates made to a client by RightSourcing HR (Hereafter referred to as the Company) for either permanent employment or contract engagements, subject only to any variation recorded in writing and mutually agreed to by the parties.
- These terms and conditions also apply to any other consultancy services provided by the Company to the client, unless any variation is recorded in writing and mutually agreed to by the parties.

ADDITIONAL TERMS

- These terms and conditions (subject only to any written variation outlined and annexed hereto) compromise all of the terms, representations and warranties between the parties and take precedence over any prior discussions and/or agreements covering the services to be provided under this agreement by the company to the client
- Any implied terms, conditions or warranties are expressly excluded from this contract.

FEES

- Fees will be calculated at such time as an offer has been presented to and accepted by the candidate.
- Fees will be calculated at a rate of 9% of annual cost to company package including the cost of contribution to fixed benefits and contractual annual bonus entitlements but excluding use of company assets for business purposes such as a motor vehicle or mobile phone. Such benefits will be considered as business tools (TCOE) except when provided in the form of an allowance in which case it is considered as part of the cost to company package (CTC).

PAYMENT TERMS

- Fees will be invoiced within 7 days from candidate offer acceptance date and payment of the total invoice will be expected no more than 30 days from candidate start date.
- Should a client not remit payment within 30 days from candidate start date, the client confirms forfeit of any guarantee under the terms of this agreement.
- Any dispute or set off claim raised by a client does not entitle the client to withhold payment of any money owed to the Company.



CONFIDENTIALITY

- Any information supplied to a client by the Company regarding a candidate is done so on a strictly confidential basis to enable the client to assess a candidate's suitability for the position and except where authorised or required by law shall not be disclosed to any third party without the express written consent of the Company who will also obtain approval from the candidate.
- Confidential information provided to the client must be kept confidential internally and may only be accessed by the agents of the Client authorised to do so for purpose of making a successful placement.
- Any confidential information provided by a client to the Company may be accessed by any agent, employee or affiliate of the company in order to complete a successful candidate placement for the client.

LIMITATION OF LIABILITY

- The Company will make every effort to obtain accurate details on all candidates including their qualifications and experience. The company is however reliant on the integrity of information supplied to it by potential candidates placed by the Company.
- The company accepts no responsibility or liability to a client or any associated party whether in contract, tort, statute or otherwise for any error, omission or loss (whether indirect, direct or consequential), costs or expenses (including legal costs) incurred as a result of a candidates acts or omissions.
- The Client agrees to indemnify the Company against any claim that may arise due to the actions or omissions of a candidate.
- The Client acknowledges and agrees that they are solely responsible for the recruitment decision they make. It is important that the Client is entirely satisfied with a candidate before engagement.
- If the Company's liability to a client cannot be excluded for reasons as written in law, then the Company's liability is limited (at its option) to either the resupply of the relevant services or the cost of the resupplying the relevant services (not to exceed the cost of initial invoiced and paid fees for the specific candidate).

GOVERNING LAW

- These terms and conditions are governed by the laws of the Republic of South Africa.

FEE INCLUSIONS AND EXCLUSIONS

- Fees as outlined in this agreement will include the cost of advertising, candidate shortlisting, candidate communication, candidate presentation and candidate background screening limited to education, past employment reference and criminal checks (based on South African identification numbers).



- Fees as outlined in this agreement will exclude the cost of detailed (fingerprint based) background screening, financial screening and psychometric evaluation which can be facilitated at an additional cost to the client and will be invoiced under the terms of this agreement.
- Any additional costs not outlined above should be considered as an exclusion and agreed separately. Such costs may include pre-employment medical evaluation or skills based assessments.

GUARANTEE PERIODS

- The Company will provide to the Client a candidate guarantee of 6 months. Should the Candidate terminate the employment agreement or abscond from the Client within the guarantee period, the Company will replace the candidate at no additional charge to the Client (specific to placement fees)

TRAVEL EXPENSES

- Where the Client requires a candidate to travel for an interview beyond 150km's such cost will be carried by the Client unless specific alternative written arrangements exists. Such costs will be invoiced to the Client and payable in line with the terms of this agreement.

ACCEPTANCE AND AGREEMENT

By accepting the services of RightSourcing HR the client acknowledges awareness of the Terms and Conditions as stated above and agrees to be bound by these terms unless alternative written agreements exist.