



Placements

Terms and Conditions of Business Permanent Placements

1. DEFINITIONS

For the purpose of these terms and conditions:

- 1.1. "TopPro Placements" shall mean the recruitment agency;
- 1.2. "Client" shall mean the "Employer";
- 1.3. "Candidate" shall mean the "Workseeker";

2. TERMS OF BUSINESS

- 2.1. In the event of any candidate being offered and accepting any position / work or package from the client within a period of 12 (twelve) months of an introduction by TopPro Placements either telephonically, by resume or scheduled interview with the client, notwithstanding the fact that the candidate may have been rejected or may have declined whatever position for whatsoever reason, at the initial or any subsequent introductions, TopPro Placements shall be entitled to charge the client the applicable placement fee / rates as per the relevant fee category.
- 2.2. The engagement of a TopPro Placements candidate will be deemed acceptance and full agreement of our Terms and Conditions of Business by the client.
- 2.3. Any documentation prepared by TopPro Placements remains its exclusive property and any information relating to any candidate is to remain confidential and may not be passed to any third party except with the written approval of TopPro Placements.
- 2.4. TopPro Placements, in accordance with the Labour Relations Act, will endeavour to present candidates to the client who we believe match their criteria for the position. Personal information on the candidate such as age, gender, marital status or race can only be provided if so instructed by the candidate.
- 2.5. TopPro Placements accepts in good faith any information given by the candidate to be accurate and correct and therefore cannot be held responsible for any errors, omissions or misrepresentations thereof. TopPro Placements and / or its employees cannot be held liable for any loss or cost of damages caused by the candidate or through the client's employment of the candidate.
- 2.6. In the event of the client forwarding details of the referred candidate to any associate company or third party, who in turn employs the candidate, the client shall be liable for the relevant placement fee / rates as if the client himself had employed the candidate.
- 2.7. Payment of the applicable fee is strictly 7 (seven) days. TopPro Placements reserves the right to charge a current rate of interest on any outstanding balance.
- 2.8. The Debtor shall bear and pay all and any legal costs incidental to payment default in terms of the Terms and Conditions of TopPro Placements arising from any action instituted against the Debtor in respect of any such unpaid amount owing by the Debtor to TopPro Placements, on the scale as between attorney and own client.
- 2.9. These Terms and Conditions are not capable of any variations, cancellation, alteration, waiver or suspension unless such is contained in writing and signed by both the client and TopPro Placements. No inducements, representations, promises or warrants have been given or made by TopPro Placements to the client or any representative of the client save as are herein contained.

3. GUARANTEE BENEFITS

- 3.1. TopPro Placements will invoice the client with the applicable fee as per the relevant fee categories below.
- 3.2. The invoice will be presented on the candidate's commencement date with the client. In order to enjoy the benefits of the guarantee outlined hereunder, the client is required to make payment of the applicable fee in full within 7 (seven) days of the candidate's commencement of duties with the client.
- 3.3. Should a TopPro Placements candidate be dismissed from the client's service due to incompetence within the specified guarantee period or leave, notwithstanding unfair dismissal, death and misrepresentation of the job from the client, TopPro Placements undertakes to provide an alternative candidate as replacement, at no extra expense to the client, provided that the vacancy remains unchanged. The guarantee period remains operable from the commencement date of the original applicant.
- 3.4. Notification of a candidate's termination must be made by the client to TopPro Placements within 14 (fourteen) days of such notice of termination.
- 3.5. Should the candidate leave the clients service within the guarantee period and the client does not want a replacement, a credit will be passed on the permanent placement fee and a contract fee of 25% of the amount earned by the candidate, for the period worked, will be charged.
- 3.6. TopPro Placements must be given the opportunity to replace the dismissed candidate. In the event that TopPro Placements is unable to fill the vacancy with a suitable candidate as a replacement, then a credit will be passed towards the client's account on the following basis:
Should the candidate be dismissed within:
 - I. 30 days of commencement - 50% credit
 - II. 60 days of commencement - 40% credit
 - III. 90 days of commencement - 30% creditThis credit will be valid for 1 year from notification of the original candidate leaving or being dismissed.

4. FEE STRUCTURE

- 4.1. The candidate's annual package for the purposes of calculating applicable fees will be calculated from the Total Cost to Company Package:
Basic salary, guaranteed 13th cheque and / or bonuses, cellphone allowances / full car allowance or company car, housing / accommodation benefits (nominal / free housing), entertainment allowance and other related tax benefits in favour of candidate, commissions calculated at on target earnings, profit share or shares, pension, retirement and medical aid benefits.
- 4.2. PERMANENT Placements fee structure for the placement of candidates

ANNUAL PACKAGE	FEE	GUARANTEE PERIOD
R 0 - R 99 999	14 %	60 days
R 100 000 - R 399 999	16 %	90 days
R 400 000 plus	19 %	90 days

Payment of the applicable fee is due in full within 7 (seven) days of the candidate's commencement of duties with the client in order to enjoy the benefits of our guarantee outlined above.

- 4.3. Rates applied for using the services of TopPro Placements EXCLUSIVELY or for VOLUME placements will be negotiated at time of taking the brief.

4.4. INTERNATIONAL ASSIGNMENTS

FEE STRUCTURE	GUARANTEE PERIOD
21 %	90 Days

plus other out of pocket expenses incurred for international communication.
Travel arrangements, work permits and other additional costs not covered by the above will be for the client's account.

Payment of the applicable fee is due in full within 7 (seven) days of the candidate's commencement of duties with the client in order to enjoy the benefits of our guarantee outlined above.

OUR FEES ARE EXCLUSIVE OF VAT AT THE OFFICIAL APPLICABLE RATE

Kindly sign off as a token of accepting these Terms and Conditions:

Company Name: _____

Client Name: _____

Designation: _____

Signature: _____

Date: _____

Company Stamp: