



# Placements

## Terms and Conditions of Business Temporary Assignments

### 1. DEFINITIONS:

For the purpose of these terms and conditions:

- 1.1. "TopPro Placements" shall mean the Temporary Employment Services (TES);
- 1.2. "Client" shall mean the "Employer";
- 1.3. "Contractor" shall mean the individual employed by the client from TopPro Placements to fulfil the requirements of a specified project;
- 1.4. The Candidate shall mean the "workseeker"

### 2. TERMS OF BUSINESS

- 2.1. In the event of any contractor 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 applicable placement fee / rates as per the relevant fee category for either permanent or contract placements.
- 2.2. In the event of any contractor being offered and accepting any position / work or package from the client within a period of 12 (twelve) months of completion of a contract entered into between the client and TopPro Placements concerning the services of the contractor, TopPro Placements shall be entitled to charge the applicable placement fee / rates as per the relevant fee category for either permanent or contract placements.
- 2.3. The engagement of a TopPro Placements contractor will be deemed acceptance and full agreement of our Terms and Conditions of Business.
- 2.4. 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.
- 2.5. 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 in terms of age, gender, marital status or race can only be provided if so instructed by the candidate.
- 2.6. 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.
- 2.7. 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.

- 2.8. Payment of the applicable fee is strictly 5 (five) days from date of invoice. TopPro Placements reserves the right to charge a current rate of interest on any outstanding balance.
- 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. FEE CALCULATION

- 3.1. The contractor's hourly rate will be agreed between the client and TopPro Placements.
- 3.2. This rate will be applicable on all hours worked by the contractor, except in the case of overtime, where the client agrees to time and a half.
- 3.3. The appointed Contractor will be required to complete weekly timesheets detailing the number of hours expended on the assignment. These timesheets will be submitted to the client for signature as proof of the hours worked by the Contractor. Once the time-sheets have been signed by all parties and submitted for payment, no queries regarding hours worked will be considered.
- 3.4. The timesheets will be submitted by the Contractor on completion of each week and will be paid every 2<sup>nd</sup> week and the client will subsequently be invoiced according to the timesheets every 2<sup>nd</sup> week.
- 3.5. During December, an average number of working hours will be agreed upon for each 2-week period and this will be invoiced in advance at the beginning of the 2 week period. Where applicable, additional hours will be invoiced at the end of the 2-week period.
- 3.6. Where applicable, travel and accommodation is not included in the rates and is for the client's account unless where specifically and separately negotiated and agreed to.
- 3.7. Where applicable, any foreign living allowances are not included in the rates and are for the client's account.

### 4. CONDITIONS

- 4.1. Any of the above services cancelled less than one day prior to the agreed and scheduled dates will attract a 24 hour cancellation fee based on the contractors' rates, unless in instances where the candidate has misrepresented their skills and the Temporary Employment Services (TES) has been made aware of this within 72 hours of the contract commencing.
- 4.2. Twenty-four hours written notice is required should the client wish to terminate the Temporary Assignment.
- 4.3. A contractor is entitled to one-hour (or one day) leave for every 17 hours (or 17 days) on which the contractor works.
- 4.4. Leave cannot be taken unless the Contractor has put in a written request to / and both the client and Temporary Employment Services (TES) agree and approve the leave at least 3 days before the expected leave is to be taken..
- 4.5. In the event of leave due to the Contractor, the cash value of the accrued leave due will be paid to the Contractor by TopPro Placements on termination of the assignment.
- 4.6. All charges exclude 14% VAT.

### 5. AGENCY FEE STRUCTURE

- 5.1. The applicable commissions, costs and levies included in the contractor's hourly rate are as follows:
  - 5.1.1. A 18 % commission deducted by TopPro Placements;
  - 5.1.2. A 20 % administration fee (statutory costs) levied by TopPro Placements; and

- 5.1.3. A 5 % training levy accumulated in a training fund to be utilised by the contractor for appropriate, recognised training courses.

**Company Name:**

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

**Designation:** \_\_\_\_\_

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

**Company Stamp:**

