

1. Permanent Placements

1.1 Guarantee

- 1.1.1 Human Capital Solutions offers a 90 days guarantee on **appointed** candidate(s). To qualify for the guarantee, full payment of the fee must have been received within 7 days upon invoice.
- 1.1.2 If the guarantee is validated, and the employed candidate leaves your employ within the guaranteed period, Human Capital Solutions undertakes to provide a replacement at no additional cost.
- 1.1.3 The 90 days guarantee is valid only from the starting date of the original candidate, in that specific position.
- 1.1.4 Requests for replacements must be made in writing to Human Capital Solutions within seven days of the last date of employment.
- 1.1.5 Employees appointed on commission are excluded from the guarantee.

1.2 Fee Structure

- 1.2.1 Permanent Placement Fees on introduced candidates are calculated **at 13%** of the annual salary and become due for payment once candidate (s) have accepted and signed and commenced work and invoice has been produced.
- 1.2.2 With **commission based** appointments a minimum projected **monthly income** of **R3000** applies.
- 1.2.3 With fixed period **contract appointments**, fees are calculated at **20%** of the total income over the said period.
- 1.2.4 Probationary employees undergoing "**Working Interviews**" will be charged out weekly, on an hourly basis, for the duration of the "Working Interview". Should such a probationary employee be appointed to a permanent position, fees in this regard will be as set out in point 1.2.1 above.

1.3 Conditions of Service

- 1.3.1 The full fee becomes payable (7) seven days after the applicant has accepted and commenced work and invoice has been produced
- 1.3.2 The full fee remains payable if the guarantee is not validated or the employee leaves due to job misrepresentation, redundancy or re-organization.

4. Temporary Assignments

4.1 Guarantee

Human Capital Solutions will select the most suitable candidate for an assignment. Should it be found, within 14 working hours, that a temporary employee does not meet the requirements, such an employee will be replaced and no charge will be levied for that employer?

4.2 Fee Structure

- 4.2.1 Fees for temporary personnel are based on the skills and experience of the candidate required for the position and will be determined on each occasion in agreement with the client.
- 4.2.2 Normal- and overtime rates, as determined by the Basic Conditions of Employment Act, will be charged, unless agreed otherwise.
- 4.2.3 Should a temp be required for a period less than 5 working hours, a minimum fee will be negotiated.
- 4.2.4 Terms of payment are strictly cash against receipt of invoice and payable within 5 days of receipt of invoice.
- 4.2.5 **“Temp to Perm”**
When a temporary employee is appointed permanently, the Permanent Placements Fee Structure (1.2) and Guarantee (1.1) becomes applicable.

2.4 Conditions of Service – Temps

- 2.4.2 Temporary employees assigned to the client shall not, without prior written consent from Human Capital Solutions:
 - c) Be requested, ordered or authorized to operate vehicles, machinery or equipment (other than office equipment).
 - d) Be entrusted with unattended premises or any part thereof, the handling of cash, negotiable instruments, valuables, or bear any other responsibility.
- 2.4.3 Human Capital Solutions reserves the right, at all times, to substitute one temp for another, should Human Capital Solutions at its sole discretion, deem it desirable or necessary.

5. General Conditions of Service

- 5.1 The client shall notify Human Capital Solutions immediately when a referred candidate is accepted, including when a temp is re-employed or appointed in a permanent capacity.
- 5.2 **Engagement/Re-engagement fee**
Should the client or any subsidiary or company associated to the client engage or re-engage the candidate within a period of 12 calendar months from the date of introduction or termination, a full fee shall become due (1.2 and 2.2).

5.3 Liability

Whilst Human Capital Solutions strive to maintain high standards amongst its staff,

We shall not be liable for any loss or damage sustained by the client arising directly or indirectly as a result of any action or omission by any person referred or placed.

5.4 Human Capital Solutions is assisted by legal financial dept. collection firms Should you not want to pay the fees you agreed on and any additional legal fees will then be charged at your expense.

5.5 The engagement of an applicant introduced by Human Capital Solutions in any capacity will signify your acceptance of these conditions.

Fee Structure

Human Capital Solutions will bill as follows, we shall take 13% of the Total Cost To Company of a candidate that has been successfully recruited.

Guarantee

Human Capital Solutions will hold a 90-day guarantee on any candidate the has been successfully recruited, should there be any discrepancy with a candidate, we will replace the Candidate free of Charge.

BEE Status

In terms of the legislation we are a micro enterprise and do not exceed a turnover of 5 million and there we are a level 4 and are therefore exempt.

Labor Legislation

Human Capital Solutions is an equal employment company who complies fully with the prevailing labor legislation, with particular emphasis on the requirements of the employment equity act.

Agreement

The terms and conditions stated above are between Human Capital Solutions and the client. Acceptance of Human Capital Solutions services deems acceptance of the client of these terms and conditions.

I _____, being duly authorised, have read and understand the Terms and Conditions of this agreement and I agree hereto.

Signed at _____ on this _____ day of _____ 20 _____

Signature: _____ Capacity: _____

Client Name: _____ Co. Registration No: _____

VAT Registration No: _____

Physical Address: _____

Postal Address: _____

Postal Code: _____

The Recruitment Agency agrees to the terms and conditions of business.

Signed at _____ on the _____ day of _____ 2017

Signature: _____ Capacity: ___Owner _____

Name: Grant Nicholson Witness: _____

Kind Regards

Grant Nicholson

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