



Permanent Employee General Terms and Conditions

CareerCare-SA aims to provide a quality service to our clients throughout the complete recruitment process of permanent staff. By signing our Terms and Conditions the Client accepts our general conditions.

INTRODUCTION OF CANDIDATES

- 1.1 Where any Candidate is introduced to the Client through CareerCare-SA, and the Client hires the Candidate in any capacity, within 1 (one) year of referral, it will be considered as an acceptance of CareerCare-SA's terms and conditions and the Client will be liable to pay the placement Fees as per signed the Terms and Conditions.
- 1.2 The Client acknowledges and undertakes to contact CareerCare-SA immediately should the Candidate approach the Client in order to secure placement directly.
- 1.3 Should the Client fail to inform CareerCare-SA of the appointment of a Candidate prior to the actual engagement of the Candidate, the Client will automatically be invoiced for Fees based on the nature of engagement.
- 1.4 The Client agrees that it shall at no time approach any Candidates, with a view to employing them, or with a view to gain any Confidential Information.

FEES

- 2.1 All Fees due to CareerCare-SA shall be paid in full (without deduction or set off) within 7 (seven) business days of receipt of invoice.
- 2.2 If not paid within 7 (seven) business days of receipt of invoice, the guarantee will be null and void.
- 2.3 In the event that CareerCare-SA needs to recover placement fee from the Client, the Client acknowledges that it would be liable for legal fees on an attorney and own client basis. This paragraph is without prejudice to any and all other legal rights that CareerCare-SA may have against the Client.
- 2.4 Magisterial district of Gauteng.

REFERENCE CHECKING

- 3.1 Background reference checks are undertaken only at the stage the Candidate will receive an offer of employment.
- 3.2 Reference checking, if authorised by the Candidate, will only be done on the written request of the Client and may include a credit bureau check, a criminal conviction check and any other reasonable relevant reference check as may be required by the client. Some checks may be included in the fee and others charged for separately.

INDEMNITY AND LIMITATION OF LIABILITY

Notwithstanding anything to the contrary which may be contained in this Agreement, CareerCare-SA shall not be liable for any direct or indirect (including consequential) loss, damage, costs and / or expenses of any nature whatsoever which you may suffer or incur as a consequence of, or which may arise from or be attributable to:
Candidate Services;

- 4.1.1 • any act or omission on the part of a Candidate;
- 4.1.2 • any breach, fault or negligence on the part a Candidate;
- 4.1.3 • the provision by CareerCare-SA of incorrect or inaccurate information regarding a Candidate, where such information was incorrect or inaccurate at the time of provision to CareerCare-SA by the Candidate;
- 4.1.4 • any failure by CareerCare-SA to disclose information about a Candidate, as a result of the Candidate's non-disclosure of such information to CareerCare-SA
- 4.1.5 • any error or inaccuracy in, or omission from any reference check obtained by CareerCare-SA, where such error, inaccuracy or omission was made by the referee; and/or
- 4.1.6 • any recommendations made in good faith by CareerCare-SA.

Clients hereby indemnify CareerCare-SA and hold it harmless in respect of any claims brought against it or any Company Associate, by a third party for loss, damage, liability, costs and / or expenses of whatsoever nature incurred as a consequence of or arising from or attributable to the services or otherwise in the implementation of this Agreement.

If, notwithstanding 10.1.1 and 10.1.2, a court of competent jurisdiction finds that CareerCare-SA is liable for any claim specified herein, such liability will be limited to the amount of any act or omission on the part of a Candidate; CareerCare-SA Fees actually paid by a Client to CareerCare-SA for those CareerCare-SA Services in respect of which the liability arose.

Signature _____





PERMANENT PLACEMENT FEES

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- 5.1 The Permanent placement fee is calculated at 10% (ten percent) of the Candidate's total cost to company (TCTC) for a year (exclusive of VAT for South African entities). This is a once-off fee.
- 5.2 The Permanent placement fee will be a once-off fee of R12,000 for total cost to company (TCTC) of R120,000 p.a. and below.
- 5.3 The Permanent placement fee of Commission only positions will be is a once-off fee of R15,000.
- 5.4 The Permanent placement fee of a remuneration package consisting of basic plus commission, will be calculated as follows:
- 5.4.1 Basic: 10% (ten percent) of the Candidate's total cost to company of the Client for a year (exclusive of VAT for South African entities)
- 5.4.2 Plus R7,000 once-off fee for the commission structure.
- 5.5 The Client undertakes to deliver to CareerCare-SA prior to the commencement date of the employee's employment ("Employee Commencement Date"), the signed letter of appointment or employment contract, evidencing the Employee Remuneration.

THREE MONTH GUARANTEE FOR PERMANENT PLACEMENTS

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- 6.1 Should a permanent employment agreement be lawfully terminated by a Client or Candidate within 3 (three) months of the Employee Commencement Date, CareerCare-SA must be given the opportunity to replace the candidate with another candidate ("Replacement Candidate") and no additional Permanent Placement Fee will be charged for the Replacement Candidate.
- 6.2 CareerCare-SA Replacement Candidate obligation is subject to all fees due by the Client to CareerCare-SA in respect of the original Candidate have been paid in full;
- 6.3 There is no difference between the remuneration and skill requirements of Candidates. Should there be a difference in remuneration, the difference will be worked into a Recruitment Fee reconciliation and the Client will be invoiced accordingly;
- 6.4 A copy of the signed letter of appointment or employment contract of the Replacement Candidate is received by the Company from the Client prior to the Replacement Candidate start date;
- 6.5 The role was not made redundant; and
- 6.6 CareerCare-SA's Replacement Candidate obligation shall only apply to one Candidate replacement. Guarantee period of replacement candidate will be the balance of the original placements' 3 month's guarantee period.

REPLACEMENT OF CANDIDATE

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- 7.1 Should a suitable Replacement Candidate not be found within 30 business days from the date of receipt by CareerCare-SA of a written request to replace the successful Candidate from the Client, and the conditions as contained in clause 2.2 above have been fulfilled, the Client shall be entitled to the following refund:
- 7.1.1 • A cash refund equating to 60% (sixty percent) of the Permanent Placement Fee if the Candidate's employment was lawfully terminated within the first 30 (thirty) days of the Employee Commencement Date;
- 7.1.2 • A cash refund equating to 50% (fifty percent) of the Permanent Placement Fee if the Candidate's employment was lawfully terminated between 30 (thirty) and 60 (sixty) days of the Employee Commencement Date; and
- 7.1.3 • A cash refund equating to 40% (forty percent) of the Permanent Placement Fee if the Candidate's employment was lawfully terminated between 60 (sixty) and 90 (ninety) days of the Employee Commencement Date.

CLIENT OBLIGATIONS

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- The Client will:
- 8.1 Provide CareerCare-SA with clear and precise job specifications.
- 8.2 Provide CareerCare-SA with all information and documents reasonably required by them to carry out the services
- 8.3 Inform CareerCare-SA if a position is filled either privately or by recruitment agency.

INFORMATION EXCHANGED BETWEEN CLIENT AND CareerCare-SA

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- 9.1 Any reference to "information" will mean "personal information" as defined in the Protection of Personal Information Act (Act No. 4 of 2013), regardless of form, insofar as such information relates to Client, Client's business or affairs, employees, directors, clients, suppliers and / or third parties.
- 9.2 CareerCare-SA will require information from the Client from time to time to provide the Client with the services the Client requires and Client undertakes, to provide or arrange access to such information for CareerCare-SA as and when necessary. Client accepts that this information will only be used by CareerCare- to enable them to provide the services that the Client requires.
- 9.3 Unless otherwise agreed between the Client and CareerCare-SA in writing and subject to these Terms, CareerCare-SA will treat information provided by Client as confidential.

Signature _____





- 9.4 The Client warrants that the Client will at all times have the necessary authority, permissions, and / or licenses to provide information, including but not limited to authority, permissions and / or licenses to provide information relating to third parties.
- 9.5 The Client undertakes to notify CareerCare-SA in writing of any information provided by Client that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully and that needs to be corrected or deleted ("defective information"). Upon receiving such written notification, CareerCare-SA will correct or delete the defective information. Client accepts that CareerCare-SA cannot be held responsible for using defective information where they are not aware of the nature and extent of the defects in such information.
- 9.6 All title, copyright and any other intellectual property in any documents of whatsoever nature generated or amended by CareerCare-SA as a result of the provision by them of the services will only pass to Client upon receipt by CareerCare-SA of payment of all fees and disbursements which may be owed or owing, in full, without set-off or derogation, in accordance with these Terms.
- 9.7 This clause 9 will survive the termination or cancellation of these terms for any reason whatsoever.

LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 • Notwithstanding anything to the contrary which may be contained in these Terms, CareerCare-SA' liability for any direct or indirect (including, without limitation, consequential) loss, damage, costs and / or expenses of any nature whatsoever which Client may suffer or incur as a consequence of or which may arise from or be attributable to:
 - 10.1.1 • the services or any other work performed by CareerCare-SA;
 - 10.1.2 • any act or omission on the part of CareerCare-SA and/or
 - 10.1.3 • any breach, fault or negligence on the part of CareerCare-SA,
 - 10.1.4 • will be limited to the amount of the Fee actually paid by the Client to CareerCare-SA for those Services in respect of which the liability arose;
 - 10.1.5 • Client hereby indemnifies CareerCare-SA and holds them harmless in respect of any claims brought against them, CareerCare-SA or an employee or officer of CareerCare-SA, by a third party for loss, damage, liability, costs and / or expenses of whatsoever nature incurred as a consequence of or arising from or attributable to the services or any other work performed by a consultant, employee, officer or agent for Client, Client's employees, officers or agents.

ASSIGNMENT

- 11.1 Neither party may assign any of its rights or obligations contained in these terms to any third party.

DEFINITIONS

- 12.1 "Agreement" means this employment placement agreement governing the terms on which CareerCare-SA assists Clients with employment placements of Candidates, together with any appendices hereto.
- 12.2 "Business Day" means any day other than a Saturday, Sunday or statutory public holiday in the RSA.
- 12.3 "Candidate" refers to any person selected and introduced to the Client by the Company.
- 12.4 "Candidate Services" shall mean those services requested by the Client and agreed to by a Candidate.
- 12.5 "Client" refers to the person, job-provider or company to whom CareerCare-SA provides recruitment of permanent staff.
- 12.6 "Company" refers to CareerCare-SA (Pty) Ltd, (Reg no 2016/131595/07), a recruitment agency performing recruitment placement services.
- 12.7 "Effective Date" means the date of this Agreement.
- 12.8 "Permanent Placement Fee" means Fees due by Clients to CareerCare-SA in respect of a permanent employee placement.
- 12.9 "Parties" means both the Client and the Company and "Party" shall be a reference to any of them as the context may require.
- 12.10 "POPIA" means the Protection of Personal Information Act (Act No. 4 of 2013), as amended.
POPIA Act – we act in full compliance of the POPIA Act treating all information received and given in the strictest of confidence; Information is only shared upon the consent to the originating (owner of the information) party.
Information obtained will also be held for the required period and the destroyed, no information given will be used in any form besides that intended by the party sharing the information
- 12.11 "BCEA" means basic conditions of Employment Act, 75 of 1997 (as amended)

Client Company Name: _____

Designation: _____

Client Company Physical Address: _____

Client Authorized Signature: _____

Client Authorized Name: _____

Date: _____

Client Company Registration number: _____

CareerCare-SA: Chantal Hoole

Signature on behalf of CareerCare-SA

