



Tel: 011 234 6666
Email: donnab@lantic.net
Website: www.jobsca.co.za

Postal Address:
Postnet Suite 451
Private Bag x29
Gallo Manor, 2052

TERMS AND CONDITIONS OF BUSINESS

PERMANENT STAFF SELECTION

EMPLOYER/CLIENT DETAILS

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

COMPANY VAT NUMBER: _____

1. Interviewing a candidate from Chartered Appointments is taken as acceptance of our **“Terms and conditions of Business”**, unless such candidate has during the course of the candidate search been referred to the employer by another agency prior to Chartered Appointments.
2. Our fee is based on the agreed annual package for the position and is payable where a candidate introduced by Chartered Appointments commences employment (fees are quoted excluding VAT).
3. The Annual salary package (or cost to company) includes (but is not limited to): basic salary, bonus if such bonus is agreed part of the employee’s package and is not a discretionary bonus and all perks including but not limited to: Medical Aid, Provident Fund, Pension Fund, death benefit fund, travel allowance, company car, reimburse petrol allowance, cell phone allowances and all other fringe and social benefits not mentioned herein which commence at the date of employment.
4. No remuneration shall be paid to Chartered Appointments until the candidate is actually appointed by the employer/client.

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A FLAT RATE OF 15% ON THE ANTICIPATED GROSS ANNUAL SALARY PACKAGE

ACROSS THE BOARD HAS BEEN AGREED UPON WITH

A THREE (3) MONTH NON-CASH GUARANTEE.

GUARANTEE

5. Should the candidate leave your employment within the three (3) month guarantee period, Chartered Appointments will endeavour to provide a replacement, free of charge, limited to a maximum time period of 12 months from date of fall off. Should the replacement candidate be employed at an amended salary package, an adjustment will be made to the fee. Under no circumstances are cash refunds applicable.
6. Accounts are payable within seven (7) working days of confirmation of employment and the guarantee period applies as per clause 5. In exceptional circumstances, where Chartered Appointments is unable to satisfactorily "top up" an employee within the guarantee period, the guarantee refund is a non-cash future replacement top-up credit, available for a period of 12 months of up to 100%, which works on a sliding scale of a credit refund of 50% in the first month, 25% in the second month and 15% in the third month. Should the employer during the guarantee period utilise an alternative recruitment agency to fill said position, then it is explicitly agreed that a breach of this clause has occurred and accordingly the warranty referred to in clause 4 & 5 above, shall immediately become null and void. All obligations on the part of Chartered Appointments shall be construed as having been fully satisfied.
7. The candidate's particulars are strictly confidential and are forwarded in trust. Under no circumstances is your company to contact the candidate directly or the candidate's present employer without the consent of Chartered Appointments.
 - The final selections and appointment is the responsibility of the employer. Chartered Appointments gives no warranty on the skills of the candidate to perform any specific duties.
 - If the employment of a candidate referred by Chartered Appointments is terminated through an act over which the candidate has no control e.g. retrenchment, redundancy or sale of business, the fee is still payable with no guarantee and no refund.
 - Chartered Appointments does not accept liability in the event of unfair discrimination by the employer or employee.
 - Chartered Appointments will not be liable for any legal charges incurred or the recovery of any fees, should the employer or employee be involved in such costs.
 - The guarantee period is for the three months in accordance with clause 5 above. Chartered Appointments undertakes to "top up" and replace the applicant, should there be a fall-off during this period. Should a fall-off occur after the guarantee period has lapsed, Chartered Appointments will have no further responsibility/liability.
 - Credit bureau and or/criminal checks will only be performed upon a request by the employer/client and with the permission of Chartered Appointments applicant.

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8. TEMPORARY STAFF

The fee payable in respect of temporary staff placed with you is included in the rate payable for the candidate. The terms relating to temporary staff are available on request.

9. Should any of the candidates introduced to the employer/client by Chartered Appointments be approached directly by the employer/client or visa versa within twelve (12) months of the original introduction to the employer/client by Chartered Appointments, the employer/client shall be liable for a placement fee in accordance with the normal terms and conditions as set out herein.
10. Whilst Chartered Appointment makes every effort to maintain high standards of professionalism and integrity, it shall not be responsible for loss, damage or liability sustained by the employer/client arising directly or indirectly from any action or omission by the candidate.
11. The employer/client undertakes when making enquiries with Chartered Appointments as to potential candidates, to give full information to Chartered Appointments as to the nature of the work concerned, the qualifications and experience required of the candidate and the probable salary applicable.
12. Chartered Appointments undertakes to use its best endeavours to introduce a suitable applicant to the employer/client.
13. The employer/client is under no obligation whatsoever to appoint the candidate. Should the candidate however be appointed, the "Terms and Conditions of Business" shall immediately become effective. The employer/client undertakes to advise Chartered Appointments immediately as to whether the candidate is to be appointed or not, and if applicable the intended duration of appointment and the remuneration attached to the appointment.
14. If the appointment is only temporary, the employer/client shall indicate the period of such engagement.
15. Whilst every care is taken, Chartered Appointments and its servants or agents do not accept any responsibility and are not liable for any information or representations concerning the candidate or any persons introduced to the employer/client; neither does Chartered Appointments give or accept responsibility for any warranty concerning the history, character, age, capabilities or suitability of the candidate.

TERMS AND CONDITIONS ACCEPTED BY: _____

POSITION IN THE COMPANY: _____

DATE: _____ **RECRUITMENT CONSULTANT:** _____

Initial: _____