



[www.twvarecruitment.com](http://www.twvarecruitment.com)  
031 464 4277 | 072 786 4836  
belinda@twvarecruitment.com

## **TWVA RECRUITMENT'S TERMS AND CONDITIONS**

- 1.** The Candidate will be introduced to the client by telephone, e-mail, in writing or verbally, but also the following can apply:-
  - 1.1 If the Candidate is introduced by the Client to any company or business linked to the Client.
  - 1.2 Where the Candidate is introduced by the Client to any other person, third party, organisation or agency.
  - 1.3 Subsequent direct contact between Candidate and Client that results in employment.
  - 1.4 If the Agency introduces a Candidate to a Client, the Client is deemed to have accepted all of the Agency's Standard Terms and Conditions of Business agreement. The introduction will be valid for a period of 12 months from the date of introduction.
  - 1.5 On agreeing to interview a Candidate of the Agency, the Client agrees and acknowledges:-
    - 1.5.1 The Agency is the only representative of the Candidate.
    - 1.5.2 The Candidate does not exist on the Client's database nor has the Candidate been introduced by another party/agency.
    - 1.5.3 The Client will keep all information strictly confidential and will not contact the Candidate's current employer without first obtaining prior written approval from the Candidate.
  - 1.6 The Client and the Agency must both agree to any changes to this agreement. Any such changes must be in writing and signed by both parties.
- 2. THE UNDERTAKING**
  - 2.1 The Agency undertakes to provide the Client with Curriculum Vitae's of Candidates either by facsimile, email or using via a World Wide Web portal.
  - 2.2 The Agency will undertake to check the identity, qualifications, experience, references and relevant work experience of the Candidate.
  - 2.3 Upon placement of the Candidate, all relevant verifications will be completed.
  - 2.4 The final decision to employ a Candidate, rests with the Client.
  - 2.5 The Client to confirm in writing, prior to an offer being extended to a Candidate, which verifications are required from the Agency.

## **3. INTEGRITY CHECKS**

The Agency will ensure that Criminal or Qualification checks on the Candidate are carried out, however, the integrity check must be made in writing and furnished to the Agency together with the job specifications for the position in which they seek placement. The Agency shall not be responsible for the accuracy of the Service Provider for said checks.



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**4. EXTENSION OF AND ACCEPTANCE OF OFFER TO CANDIDATES**

- 4.1 An offer extended to the Candidate, should be presented via the Agency. The Client will advise the Agency in writing and accept that the offer to the Candidate will either be made by the Agency or the Client directly with the Agency’s written approval.
- 4.2 If the Candidate accepts an employment offer either verbally or in writing, and this offer is later withdrawn by the Client, the Client will remain liable to pay the full fee owed to the Agency in respect of such introduction. The Client also acknowledges that in the case of a withdrawal of an offer to a Candidate, the Client shall remain fully liable in respect of whatever claim or liability arise in respect of the withdrawal of such offer. The Client indemnifies the Agency against any such liability in this regard.

**5. FEES**

**5.1 PERMANENT EMPLOYMENT FEES:-**

The placement fees are calculated as a percentage of the annual “TCTC” package, as follows:-

TOTAL ANNUAL COST TO COMPANY PACKAGE (Regardless of how the package is structured)	FEE DUE TO THE AGENCY	GUARANTEE PERIOD
R0 – R1,000,000 +	15%	3 Months

**5.2 FIXED TERM CONTRACT FEES:-**

The fees are calculated as a percentage of the annual “TCTC” remuneration package and applicable to the Contract period.

PERIOD OF FIXED TERM CONTRACT	FEE DUE TO AGENCY	GUARANTEE PERIOD
0 – 3 months	25%	No Guarantee
4 months +	25%	4 weeks

If the Candidate’s contract is extended after the initial contract period, a further fee will be charged based on the duration and salary up to a maximum period of 12 months of employment.

If the Candidate is offered a permanent position during the contract period or within a 12 month period after the contract has expired, a full permanent placement fee will become due.



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## **6. REMUNERATION PACKAGE:-**

- 6.1 To calculate the Total Cost to Company, the Agency will include:-
- 6.1.1 Basic salary, guaranteed bonus, 13th cheque, 14th cheque and other guaranteed payments to the Candidate.
  - 6.1.2 Company and individual contributions for medical aid, pension and provident funds and other contributions, travel allowances, company cars, subsidised housing or accommodation, billable hours, sign-on bonus, guaranteed commissions and any other benefits due to the Candidate.
- 6.2 If the Client refuses to supply remuneration details to the Agency, or if the Client refuses to provide these details to the Agency, or if a dispute arises over the salary package due to the Candidate, the Agency will be entitled to:-
- 6.2.1 Request a current salary slip from the Candidate which shows his/her salary earned.
  - 6.2.2 Use the Candidate's previous employment salary details as disclosed by him/her during the interview process with the Agency.

## **7. INVOICES AND INTEREST**

An invoice is sent on Candidate's start date and due on start date. In respect of fees due to the agent of R 90,000.00 or more, the employer may settle this fee over a period of three months, in three equal instalments of the amount due. Interest will be charged on all overdue accounts at 2% above the prime rate charged by the banking institution of the Agency, from date of invoice. Invoices are sent electronically, in PDF format. Pro forma invoices arranged on request.

## **8. GUARANTEE**

- 8.1 The Guarantee will become valid when the full fee is paid by the Client to the Agency on the candidate start date with the Client. If the Candidate is found to be technically incompetent for the position in which employed, the Client must have informed the Agency in writing of any problems thereof and give the Agency an opportunity to assist in solving any issues. These issues must be reported whilst the Candidate is still within the guarantee period.
- 8.2 The guarantee will not apply if the Candidate leaves the Client's employment due to:-
- 8.2.1 Operational requirements.
  - 8.2.2 Unfair labour practice, or
  - 8.2.3 The Client breaching any terms of the Agreement with the Candidate referred by the Agency.
  - 8.2.4 The Candidate, in the case of a fixed term contract, accepting permanent employment with another employer.
- 8.3 This Guarantee does not specify that the Candidate will remain with the Client for any period of time.



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- 8.4 The Agency charges a placement fee to the Client for securing a suitable Candidate and ensuring that the Candidate starts employment on the agreed date.
- 8.5 Whilst every effort is made by the Agency to secure a suitable Candidate for the vacancy, either by telephonic interviews, in person interviews or interviews using the World Wide Web, the decision to hire and retain Candidates, remains the decision of the Client.
- 8.6 If the Candidate's employment with the Client is ended because the Client regards the Candidate as technically incompetent, the Agency will endeavour to find a replacement Candidate for the same position within one month provided the terms of the Guarantee have been met. The original fee charged to the Client for this position will be credited and a new fee for the replacement Candidate will be calculated and invoiced to the Client. This fee will be based on the annual Total Cost to Company package of the replacement Candidate.
  - 8.6.1 A replacement Candidate will only be supplied to the Client for the same position, geographic location and job description as offered originally.
  - 8.6.2 No Guarantee is applicable to replacement Candidates.

## 9. CREDIT NOTES

- 9.1 Permanent Placements – if replacement for a Candidate is not found within one month or if the Client chooses not to replace the Candidate, the Guarantee provides for a credit on the placement fee as follows:-
  - 9.1.1 Employment terminated within the first month 100% (Credit Note).
  - 9.1.2 Employment terminated within the second month 70% (Credit Note).
  - 9.1.3 Employment terminated within the third month 50% (Credit Note).
- 9.2 Fixed Term Placements – should the Client not secure a suitable replacement Candidate within 1 month or not require a replacement Candidate, providing the Guarantee has been validated, the Client is entitled to a credit of the replacement fee on the following basis:-
  - 9.2.1 Employment terminated within 2 weeks 70% (Credit Note).
  - 9.2.2 Employment terminated within 4 weeks 50% (Credit Note).
- 9.3 If the Guarantee is not validated by the Client, the Agency will not provide the Client with a replacement Candidate or with a credit towards the fee due to the Agency, even if the Candidate's employment is terminated due to technical incompetence. In this case, the Client becomes responsible for the total amount due on the original invoice issued by the Agency.
- 9.4 The terms of the Guarantee provide for a replacement Candidate and/or credit note to be credited against the fee due to the Agency. If the Client wishes to request either of these, this must be done in writing to the Agency within 48 hours of the last day of employment of the Candidate. The written request must include the date on which the Candidate left the Client's employment.



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**10. LEGAL COSTS**

The Client will be liable for any legal fees, including Attorney fees, Sheriff’s costs, Advocate costs and collection fees on an Attorney and Client scale, which may be incurred in legal proceedings against the Client if the Client does not pay the placement fee due to the Agency.

If you do not advise us in writing immediately on receipt of this document of your disagreement with any part of it, then you have deemed to have accepted the terms and conditions of this contract.

We hereby acknowledge receipt of your terms and conditions and guarantees as stated above.

<b>FOR CLIENT:-</b>	<b>FOR THE AGENCY:-</b>
<b>REGISTERED COMPANY NAME:-</b>	<b>AGENCY NAME:-</b> TWVA Recruitment (Pty) Ltd
<b>VAT NUMBER:-</b>	
<b>COMPANY REGISTRATION NO:-</b>	
<b>APPOINTED ADDRESS FOR ALL NOTICES AND ACCOUNTS: –</b>	<b>APPOINTED ADDRESS FOR ALL NOTICES AND ACCOUNTS: –</b> 6 Laing Place, Escombe, Queensburgh, 4093
<b>REPRESENTATIVE:-</b>	<b>REPRESENTATIVE:-</b>
<b>DESIGNATION:-</b>	<b>DESIGNATION:-</b>
<b>DATE:-</b>	<b>DATE:-</b>
<b>CONTRACT DURATION:-</b>	<b>CONTRACT DURATION:-</b>
<b>SIGNATURE:-</b>  (Duly Authorized)	<b>SIGNATURE:-</b>  (Duly Authorized)