



## **Bizcraft Recruitment Solutions : Terms & Conditions**

\_\_\_\_\_ (“*The Client*”) and **Bizcraft (Pty) Ltd** (ta **Bizcraft Recruitment Solutions** Hereafter referred to as “**BRS**”) agree to enter into the following terms and conditions regarding BRS assistance with the clients recruitment requirements.

### **1) Fee structure and payment.**

1.1) The fees for a permanent placement of a candidate introduced to the client by BRS is 8,333% inclusive of VAT of the annual salary package. This is the equivalent of one months salary of the candidate placed.

1.2) Fee’s are calculated on the gross annual income of the candidate and do not include meals, live in costs, 13<sup>th</sup> cheque or other none monetary benefits.

1.3) The invoice for services rendered will be presented to the client on the day of applicants start date as per their contract. Payment is to be made within 7 days of the client receiving the invoice.

### **2) Guarantee Period.**

**BRS offers a 90 day guarantee period when fees are paid in full within 7 days of presentation of the invoice.**

2.1) “Guarantee” means that the client has recourse to BRS for a 90 day period if the candidate is dismissed by the client due to incompetence, dishonesty or the candidate tenders his/her own resignation. The client shall inform BRS of the termination of the contract within 5 days thereafter.

2.2) The guarantee period is conditional on the client settling the placement fee within 7 days of presentation of the invoice.

2.3) If the candidate is dismissed due to incompetence, dishonesty or the candidate tenders his/her own resignation with in the 90 day guarantee period then BRS will try their best to replace the candidate free of charge. The client agrees to give BRS 4 weeks exclusivity to source a suitable replacement. If BRS is unable to source a suitable replacement the following refund policy will apply;

- (a) 0 – 30 days BRS will refund the client 80% of the placement fee.
- (b) 31-60 days BRS will refund the client 60% of the placement fee.
- (c) 61-90 days BRS will refund the client 40% of the placement fee.

2.4) The guarantee above may not be relied upon in the event that the candidates employment is cancelled with the client due to reasons beyond the candidates control. Such reasons include but are not limited to, unfair dismissal, restructuring, company closure, change of management, substantial change from original job description, redundancy, retrenchment or constructive dismissal.

2.5) Should BRS dispute the reason for the dismissed candidates dismissal or resignation, the onus will be on the client to prove that the candidate was dismissed due to incompetence, dishonesty or that they resigned voluntarily.

### **3. Waiver.**

3.1) BRS will always exercise all due diligence and caution which could reasonably be expected of them to ensure that all CV's submitted to the client are thoroughly screened, reference checked and that the credentials stated are correct and valid.

3.2) BRS would like to draw your attention to the fact that we do not necessarily meet personally with each and every candidate, however thorough telephonic and video chat interviews are always conducted.

3.2) While BRS endeavours to ensure the suitability of each and every candidate submitted it remains the responsibility of the client to satisfy themselves with the suitability of the candidate.

3.3) BRS will not be held liable for any loss or damage that may be incurred by the client arising directly or indirectly from any act or omission by any potential candidate or candidate placed with the client.

### **4 General.**

4.1) The client shall remain liable for the full recruitment fee for any candidates that BRS introduces to the client for a period of 6 months after introduction.

4.2) The client shall not use the candidates information for any purpose other than the vacancy for which it was tendered. BRS must be consulted in the event that the client wishes to use the candidate in another role or refer the candidate to another organisation.

4.3) BRS will not disclose to any other client confidential information obtained as a result of providing services to the client.

4.4) BRS reserves the right to charge interest on any outstanding amounts after 30 days of the client receiving the invoice, at a rate of the published prime +2% as determined on the first day of the month.

4.5) All legal fee's incurred in recovering non-payment of BRS invoices will be billed to the client.

4.6) Any variations relating to the terms and conditions need to be pre-agreed upon between the client and BRS and confirmed in writing.

4.7) It is ultimately the aim of BRS to provide reliable, honest and dedicated service to each and every client. As such, certain clauses contained within the terms and conditions are negotiable if discussed and agreed upon in advance in writing. Requests to alter any clause will be dealt with on a case by case basis.

**By signing this document you hereby confirm that you are able to enter into the agreement on behalf of your organisation and you accept and understand the Terms and Conditions.**