



Tiana Business Consulting Services (Pty) Ltd

Human Resources and Recruitment Services Terms and Conditions

Proud Member of



Tiana Business Consulting Services
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Terms and Conditions

Terms and Conditions for Provision of Recruitment & Consultancy Services by Tiana Business Consulting Services.

1. Definitions

- 1.1 "Agent" means Tiana Business Consulting Services, 15 Catherine Avenue, Misa Park Building, Northcliff, Johannesburg, 2195.
- 1.2 "Client" means any person who purchases Services from the Agent;
- 1.3 "Applicant" means any person introduced to the Client by the Agent for an Engagement;
- 1.4 "Engagement" means the employment or use of the Applicant by the Client, or any third party to whom the Client has introduced the Applicant, on a permanent or short-term basis under any form of contract or relevant agreement;
- 1.5 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;
- 1.6 "Agreement" means the contract between the Agent and the Client for the provision of the Services incorporating these Terms and Conditions;
- 1.7 "Arbitrator" is the party nominated to resolve a dispute between the Agent and the Client.

Tiana Business Consulting Services ("the company") locates, selects and places candidates for either permanent/temporary employment or engagement as an independent contractor ("candidate") to client businesses ("the client") on the following terms and conditions:

2. Acceptance

- 2.1 These terms and conditions apply to all referrals of candidates made to a client by the Company for either temporary/permanent employment or contract engagements, subject only to any variation recorded in writing and mutually agreed to by the parties.
- 2.2 These terms and conditions also apply to any other consultancy services provided by the Company to the client, unless any variation is recorded in writing and mutually agreed to by the parties.

3. Additional Terms

- 3.1 These terms and conditions (subject only to any written variation outlined under clause 1) compromise all of the terms, representations and warranties between the parties and take precedence over any prior discussions and/or agreements covering the services to be provided under this agreement by the Company to the client.
- 3.2 Any implied terms, conditions or warranties are expressly excluded from this contract.

4. Fees

- 4.1 Where a candidate is introduced by the Company to a client and that candidate is employed by either the client or an associated party of the client then the Company's Standard fee as shown in the Fees and Guarantee section will be payable by the client.
- 4.2 The client shall pay the Company the applicable fee even if the candidate is employed by the client in a different capacity or on a different basis to what the candidate was originally introduced for.
- 4.3 The introduction period will run for a period of 12 months, with such period commencing from the initial referral of the candidate to the client by the Company.
- 4.4 Any temporary or contract employee introduced by the Company to a client i.e. employed by the client or an associated party of the client within six months of the candidates completion of either a temporary or contract assignment, then the Company's Standard fee as set out in the Schedule of Fees shall apply regardless of the capacity in which the candidate may be engaged.

4.5 If a candidate supplied by the Company to a client is terminated (whether by dismissal or resignation) and within 12 months of that original termination date is re-employed by the client or offered an alternative arrangement by the client or an associated party of the client then the client will be charged a fee as per the Schedule of Fees. The fee will apply regardless of the position taken by the candidate.

5. Payments

5.1 The client will pay all charges and fees plus VAT (where applicable) which have been invoiced to them by the Company within twenty-one days from the commencement date of a candidate with a client.

5.2 If a client does not make payment for a permanent placement twenty-one days after the candidate has started their employment with the client, then the client will have null and voided the guarantee period.

5.3 The client will make payment for the provision of any Psychometric testing within seven days from the date of the invoice.

5.4 The company may at its discretion charge interest, calculated on a daily basis at 5% above its own bank's base lending rate, if any payment is not made by a client on a due date.

5.5 All charges and fees shown under this agreement are exclusive of VAT. VAT shall be calculated and shown in the Company's invoice and must be paid by the client receiving the benefit of the Company's services.

5.6 Any dispute or set off claim raised by a client does not entitle the client to withhold payment of any money owed to the company.

5.7 Any costs incurred by the Company or its agents in recovering any debt owed by a client shall be added to the client's invoice and be payable by the client upon demand.

6. Confidentiality

6.1 Any information supplied to a client by the company regarding a candidate is done so on a strictly confidential basis to enable the client to assess a candidate's suitability for the position and except where authorised or required by law shall not be disclosed to any third party without the express written consent of the Company.

6.2 All information disclosed by a client to the company will be held confidential by the company and will not be disclosed to any third party without the consent of the client.

6.3 Any confidential information provided by a client to the Company may be accessed by any agent, employee or affiliate of the Company in order to complete a successful candidate placement for the client.

7. Limitation of Liability

7.1 The company endeavours to obtain accurate details on all candidates including their qualifications and experience. The company is however reliant on the integrity of information supplied to it by potential candidates placed by the Company.

7.2 The company accepts no responsibility or liability to a client or any associated party whether in contract, tort, statute or otherwise for any error, omission or loss (whether indirect, direct or consequential), costs or expenses (including legal costs) incurred as a result of a candidate's acts or omissions.

7.3 The client agrees to indemnify the Company against any claim that may arise due to the actions or omissions of a candidate.

7.4 The client acknowledges and agrees that they are solely responsible for the recruitment decision they make. It is important that the client is entirely satisfied with a candidate before engagement.

7.5 If the company's liability to a client cannot be excluded by operation of law then the company's liability is limited (at its option) to either the resupply of the relevant services or the cost of the resupplying the relevant services.

8. Governing Law

8.1 These terms and conditions are governed by the law of South Africa.

8. Assignment

9.1 The client is not allowed to assign this agreement or the services to be provided to it by the company without the prior written consent of the company.

10. Assignment

10.1 The Company will be responsible for the cost of all standard set advertising as disclosed to a client at the time of enquiry.

10.2 Any further advertising over and above the standard set advertising e.g. display advertising or advertising in specialised publications shall be at the clients sole expense, this includes and is not limited to any goods and services tax payable in connection with any further specialised advertising,

10.3 Rates for further specialised advertising over and above the standard set advertising can be obtained from the Company upon request by the client.

10.4 Any further specialised advertising fees incurred over and above the standard set advertising are payable by the client within seven days of the date of the Company invoice for the provision of this service.

11. Psychometric Testing

11.1 The Company is able to provide psychometric testing of a candidate or candidates through an approved testing Company at the request of the client.

11.2 Fees for any psychometric testing undertaken on a candidate or candidates is payable by the client within seven days of the date of invoice.

11.3 Details of cost and testing options are available upon request.

11.4 The Company will not be held liable for reliance on a psychometric test by a client with respect to any candidate or candidates supplied by the Company as such tests only give an indicative outline of a candidates abilities.

12. Other Testing

12.1 The Company is also able to provide a variety of other testing options with respect to a candidate i.e. medical/drug testing, forklift assessments etc.

12.2 Fees for any other testing required by a client are available upon request to the Company.

12.3 Fees for any other testing undertaken on a candidate are payable by the client within seven days of the date of invoice.

12.4 The Company accepts no liability or responsibility for reliance by the client on any other testing undertaken on a candidate.

13. Candidate Fees and Guarantee Periods

13.1 Permanent Positions

13.1.1 Standard Placements

i) The Company fee is calculated as a percentage of the total gross annual remuneration (including any tangible benefits except medical or superannuation related benefits) paid to the successful candidate.

ii)

Annual Salary Package	Guarantee Period	Standard Fees
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Up to R199 999.00	90 days	10%
R200 000 – R499 999	90 days	13%
R500 000 plus	90 days	15%
Executive Search	6 months	20%

13.1.2 Temporary Workers (Permanent Placement)

- i) Where a client or associated party of a client offers a temporary candidate supplied by the Company a permanent position (which position is accepted by the temporary candidate) a discount rate may apply depending on the length of time that a temporary worker has worked for the client. Details of a discount rate will be made available upon request to the Company. Please be aware that the discount rate will be applied off the standard rate structure and not any particular negotiated client's rates.
- ii) No guarantee period is offered or given by the Company with respect to temporary/contract assignment workers initially placed by the Company who then go on to accept a permanent position with the client or an associated party of the client.

13.1.3 Exclusive Assignments

- i) Guarantee periods for exclusive assignments are subject to negotiation between the Company and the client.

13.1.4 Payment terms for permanent placements

- i) Payment for all permanent placements successfully completed by the Company for a client is due within twenty-one days from the date of commencement by the candidate. Failure to make payment within twenty-one days from the commencement date will null and void the guarantee period.
- ii) The client is also liable for any GST payable on the placement fee as indicated by the Tax Invoice.

13.1.5 Guarantee period replacements

- i) The Company will during the relevant guarantee period as disclosed to the client, replace an original candidate free of charge, subject to the following:
 - a) The fee payable for the original candidate was paid within twenty-one days of the original candidates commencement date with the client; and
 - b) The original candidate resigns; or
 - c) The Company is notified in writing by the client that the original candidate is unsuitable due to unsatisfactory performance and such notification is received by the Company prior to the expiration of the applicable guarantee period; and
 - d) The client requires the replacement to undertake an identical job description to the original candidate.
- ii) The fee paid by the client for the original candidate is non-refundable despite the above replacement provisions.
- iii) If the client does not require a replacement candidate or if the Company is unable to locate a suitable replacement within a reasonable amount of time then the Company will provide a credit refund of 50% of the original fee on their account to the client. The validity of the credit to be held for a 12 month period from the credit date. The Company shall be entitled to retain 50% of the original fee to cover expenses incurred.
- iv) Any credit given to the client by the Company shall unless otherwise negotiated be credited to the clients account and will remain valid for a twelve (12) month period.
- v) If a replacement candidate's gross annual remuneration is greater than the original candidate then the Company will provide an invoice to the client for any additional fee payable, however if the gross annual remuneration is less than the Company will credit the difference to the client's account as applicable.

vi) The terms of the above agreement are strictly limited to the provision of a single replacement candidate for any original candidate placed by the Company with a client.

13.1.6 Nature of relationship between Client and Candidate:

- i) The client acknowledges and agrees that any permanent candidate provided to them by the Company becomes an employee of the client.
- ii) The client shall be responsible for complying with all employment related legislation including the provisions of the Employment Relations Act and the Health and Safety in Employment Act (including any amendments to those enactments).
- iii) If the Company supplies the client with a contractor then the client will be responsible for entry into an independent contractor agreement with that candidate and any contractual obligations or liabilities arising under that agreement.

13.2 Temporary Positions

13.2.1 The Company will invoice the client for the provision of temporary staff at cost plus a margin, with such fee, being payable by the client to the Company within twenty-one days of the date of invoice. The client will also be liable for any VAT payable. Temporary placement rates are quoted on a payable hourly rate for each hour worked. The hourly rate covers wages, annual holidays and special leave. When a public holiday falls within a temporary assignment the public holiday will be charged on to the client at the agreed hourly rate.

13.2.2 Prior to the commencement of a temporary candidate the Company will provide the client with an hourly charge rate for the provision of a temporary candidate.

13.2.3 The client shall be solely responsible for all temporary candidates supplied to them by the Company. No liability is accepted by the Company for any errors, expenses, loss, damage or delay caused by any temporary candidate(s) provided.

13.2.4 The client indemnifies the Company against any loss, damage or expense suffered by the client resulting from any acts or omissions of a temporary candidate whilst on assignment or arising from any act or omission by the client, or its employees, officers or agents in respect of a temporary candidate on assignment to the client.

13.2.5 It is agreed between the client and the Company that all temporary candidates whilst on assignment are employees of the Company and not the client.

13.2.6 Prior to the commencement of any candidate on a temporary assignment the client shall provide the Company with a description of the work to be performed, a workplace location, an indication of hours of the temporary candidate is required to work, when the assignment will start/conclude and an outline of the clients health and safety policy and procedures.

13.2.7 A minimum daily rate of 4 hours shall apply to any temporary candidate provided by the Company to a client for each day of the assignment, unless otherwise agreed between the parties in writing.

13.2.8 The minimum assignment length for a temporary candidate is 4 hours per day.

13.2.9 If for any reason a temporary assignment is cancelled by the client within a reasonable period (24 hours) so as to allow the Company to notify the temporary candidate, then there will be no charge. However, if the client fails to notify the Company within a reasonable period, the Company shall be entitled to charge the client for a minimum of 4 hours at the agreed fee rate.

13.2.10 Any temporary candidates supplied by the Company are not covered under the Company's insurance policy. The client undertakes and agrees to ensure that they are adequately insured against any liability to third parties due to any act or omission by a temporary candidate whilst on assignment.

13.2.11 The Company may at its absolute and sole discretion substitute any temporary candidate with another whilst on assignment.

13.2.12 Any issues regarding a temporary candidate's performance are to be raised with the Company by the

client in a timely fashion both verbally and in writing.

- 13.2.13 It is the client's responsibility to provide temporary candidates with a safe and healthy working environment that complies with all applicable legislative and regulatory requirements relating to employees including but not limited to the Employment Relations Act, the Health and Safety in Employment Act and the Human Rights Act.
- 13.2.14 With respect to Health and Safety the client shall ensure that the temporary candidate receives training and induction on the safe operation of equipment used in the assignment and training in emergency procedures.
- 13.2.15 The Client shall take all necessary steps to ensure that no hazard arises in the Clients workplace that may cause harm to the temporary candidate.
- 13.2.16 The client must ensure that the temporary candidate wears and uses any necessary protective clothing or equipment whilst on assignment.
- 13.2.17 The client shall immediately notify the Company of any accident, incident or near miss which involves the temporary candidate.
- 13.2.18 The client undertakes to immediately advise the Company of any change to a temporary candidate's assignment prior to implementing that change. The Company reserves the right to alter the temporary candidate fee for any such change.
- 13.2.19 The Company may withdraw any of its temporary candidates on assignment with a client at any time if there is a material breach of these terms and conditions.

13.3 Contract & Project Positions

- 13.3.1 Fee and guarantee periods for either contract or special project personnel are subject to negotiation between the Company and client.
- 13.3.2 Any agreement regarding the placement of a candidate for contract or project position must be recorded in writing between the parties to be binding.

13. Travel Expenses

- 14.1 Where a client requires a candidate and/or company representative to travel outside of Gauteng for an interview or assignment then the company shall be entitled to charge and invoice the client for any reasonable costs and expenses incurred. The Company shall also be entitled to add an administration fee of 10% of the total cost incurred.
- 14.2 The charge in clause 14.1 shall apply regardless of whether a candidate is placed successfully or not by the company.

DECLARATION

I, the undersigned (full name)
declare that I am dully authorised person to sign and accept the above terms and conditions.

.....
Signature

.....
Date

.....
Position

.....
Name of Company