



**Bristow  
Talent  
&  
Associates**

The full 360 recruitment solution

Offices : Gordons Bay, Cape Town  
Roodepoort, Gauteng  
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Company Reg No: 2020/492034/07

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## TERMS AND CONDITIONS

Between

Bristow Talent & Associates (Pty)Ltd

And

<b>COMPANY NAME</b>		<b>CLIENT NAME</b>	
<b>CLIENT POSITION</b>		<b>OFFICE NO</b>	
<b>CELL PHONE NO</b>		<b>EMAIL ADDRESS</b>	
<b>REGISTRATION NO</b>		<b>VAT NUMBER</b>	
<b>COMPANY ADDRESS</b>		<b>INV ADDRESSED TO</b>	

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### Fee Structure, Guarantee & Terms

#### 1. Definitions

- **Candidate** – any individual introduced by Bristow Talent & Associates for potential employment.
- **Client** – the company engaging Bristow Talent & Associates' services.
- **Total Annual Cost to Company (CTC)** – includes basic salary, fixed allowances (housing, relocation, car, entertainment, subsistence, etc.), employer contributions (medical aid, pension, provident fund), and private-use value of company vehicles (SARS rate).
- **Replacement Candidate** – candidate assessed as suitable against the original job specification for the same role.

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#### 2. Recruitment Fee

- **12.5% of Total CTC** (unless negotiated in writing).
  - Payable when the candidate starts, or when a candidate introduced is employed by a third party within 12 months (SA) / 24 months (international).
  - Temporary-to-permanent conversions: 15% of CTC for the contract period (no guarantee), then full placement fee upon permanent appointment.
  - **All fees are non-refundable.**
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### 3. Guarantee Period

- **0–30 days:** One free replacement for the same role.
  - **31–60 days:** Replacement at 50% of placement fee.
  - **61–90 days:** Replacement at 25% of placement fee.
  - Notice periods are included. If the notice period extends beyond 90 days, the guarantee ceases.
  - Only **one replacement per role**; guarantee does **not reset**.
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### 4. Guarantee Terms

- Guarantee applies only if:
    1. Placement fee is paid within **7 days** of invoice.
    2. Candidate has a valid employment contract, and Bristow Talent & Associates has a copy.
  - If the employee resigns or is released (except for redundancy, retrenchment, or other exclusions), the client must notify Bristow Talent & Associates **immediately**, with written confirmation within **7 days**.
  - Bristow Talent & Associates has **30 days' exclusivity** to provide a replacement.
  - Suitability is assessed strictly against the original job specification.
  - If a suitable replacement is presented and the client **chooses not to proceed**, the guarantee lapses.
  - Hiring a replacement independently during the exclusivity period voids the guarantee.
  - Exclusions: redundancy, retrenchment, unfair dismissal, changes in job description or reporting, poor working conditions, breach by client, company ownership changes, or other circumstances beyond Bristow Talent & Associates' control.
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### 5. Credit Notes

- May be issued instead of a replacement, valid **6 months** for the same/similar position.
  - Value proportional to candidate service:
    - 0–5 days: 75%
    - 6–60 days: 50%
    - 61–90 days: 25%
  - Salary differences between original and replacement candidates are adjusted with credits or additional invoices.
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### 6. Candidate Engagement After Introduction

- Any candidate introduced who is employed by the client, or a third party introduced by the client, triggers the placement fee within 12 months (SA) / 24 months (international), regardless of role or employment type (permanent, temporary, contract, freelance, outsourcing, partnership, etc.).

**7. Client Obligations**

- Provide written confirmation of offers and salary for fee calculation.
- Refusal of access to written offers: fees calculated at **20% above previous CTC**.
- Unauthorized recruitment instructions or engagement of Bristow Talent & Associates staff within **6 months** of leaving triggers full placement fees.
- Client responsible for legal or collection costs if Bristow Talent & Associates enforces these terms.

**8. General Terms**

- Bristow Talent & Associates exercises due care in assessing candidates but **cannot warrant** capabilities, competence, or honesty.
- Not liable for damages arising from candidate actions.
- By signing below, the client acknowledges and accepts this Fee Structure, Guarantee, and Terms in full. Furthermore, by accepting a candidate’s CV and proceeding to interview the candidate, the client is deemed to have automatically accepted these Terms and Conditions.”

Signed on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
**Client Full Name**

\_\_\_\_\_  
**Signed on behalf of the Client**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Full Name of Signatory**

\_\_\_\_\_  
**Signed for and on behalf of  
 Bristow Talent & Associates**

\_\_\_\_\_  
**Full Name of Signatory**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Full Name of Signatory**