**TERMS AND CONDITIONS**

**Between**

**Bristow Talent & Associates (Pty)Ltd**

**And**

| **COMPANY NAME** |  | **CLIENT NAME** |  |
| --- | --- | --- | --- |
| **CLIENT POSITION** |  | **OFFICE NO** |  |
| **CELL PHONE NO** |  | **EMAIL ADDRESS** |  |
| **REGISTRATION NO** |  | **VAT NUMBER** |  |
| **COMPANY ADDRESS** |  | **INV ADDRESSED TO** |  |

**FEE STRUCTURE, GUARANTEE AND TERMS**

The Fee is based on the candidate’s total annual cost to company package. This includes all fixed monthly allowances, and other related tax benefits offered in addition to the fixed basic salary. Such subsidies or allowances for housing, allowances for relocation, car, entertainment, cell / telephone, computer insurance, petrol and subsistence offered in addition to the fixed basic salary. The Employer’s Medical Aid and Pension, Retirement and Provident Fund contributions are included in the total annual cost to company package. Use of a company car or a pool car used privately will be calculated on the book value of the vehicle, at the rate prescribed by SARS.

**Recruitment Fee** 12.5 % of Total Annual Cost to Company Package (unless previously discussed and negotiated).

**Guarantee Period** 90 Days from start date

**The Guarantee**

1. The client is invoiced on the candidate’s commencement and the Guarantee is subject to the placement fee being paid within 7 (seven) days of the invoice being received.
2. If the guarantee is not validated in terms of point 1 above and the candidate leaves the client’s employment within the guarantee period, the guarantee does not apply.
3. Bristow Talent & Associates guarantee will only apply in instances where the candidate is in possession of an employment contract; and where Bristow Talent & Associates has been furnished with such a copy.
4. Should the employee resign or be released for any reason other than redundancy or retrenchment or any reasons mentioned in point 3, within the applicable guarantee period and the guarantee has been validated (Point 1), Bristow Talent & Associates will provide a replacement candidate. For the guarantee to be operative,Bristow Talent & Associates must be notified of the resignation or release immediately and confirmed in writing within 7 (seven) days (unless otherwise agreed). From the date of confirmation, Bristow Talent & Associates is afforded 30 (thirty) days exclusivity to replace the candidate for the same position.
5. Bristow Talent & Associates guarantee does not apply if the termination is a result of an occurrence that is outside of Bristow Talent and Associates control. This includes, but is not limited to the client’s failure to successfully integrate the candidate for reasons such as unfavourable working conditions or the environment not being conducive to the candidate being able to do their job, a layoff for economic reasons, elimination of the position, an unfair dismissal, a substantial change in the job description or reporting structure, the client’s breach of either this agreement or their employment contract with the candidate, or any verbal agreement with the candidate, a change in the client organisation’s ownership or any other reasons beyond our candidate’s control.
6. The client is afforded 90 (ninety) days, in total, to replace the position. After which time a credit note will be issued, proportionate to the candidates’ length of service as outlined in clause 7 of the guarantee.
7. As opposed to replacing the candidate, the client may wish to opt for a credit note. The credit note will be valid for a period of 2 (two) years from the candidate’s last day of employment. It can be used against any fees as may become due to Bristow Talent & Associats in the 2 (two) year period. The credit note percentile is proportionate to the candidate’s length of service before termination and will be calculated as follows: within 5 working days, 75% credit note; within 6-60 days, 50% credit note and within 61-90 days, 25% credit note.
8. If there is a salary difference between the first candidate and the replacement candidate Bristow Talent & Associates will pass a credit note for the first candidate and a new invoice for the second candidate. Should the second candidate’s salary be lower, the client will be entitled to a credit note. If the second candidate’s salary is higher the difference will be payable
9. The 90-day guarantee is calculated from the candidate’s starting date.  Should the candidate resign within this period, the guarantee period will be inclusive of the notice period
10. Should a candidate introduced by Bristow Talent & Associates be retrenched or made redundant during the guarantee period, the full placement fee is due.
11. Bristow Talent & Associates guarantee does not apply should the client elect to engage the candidate on a contract basis where the duration of the contract is less than 12 months

**TERMS**

### Whilst every care is taken by Bristow Talent & Associates and every endeavour has been made with regard to assessing the capabilities, competence and honesty of candidates to meet the client’s requirements, Bristow Talent & Associates cannot give a warranty in this regard, nor can Bristow Talent & Associates accept any responsibility of any nature whatsoever and howsoever it may arise for the fidelity of employees introduced by Bristow Talent & Associates or for any damage howsoever arising from any action of candidates introduced by Bristow Talent & Associates.

1. **The signature of the person from your business at the bottom of this form signifies acceptance of our Fee Structure, Guarantee and Terms**
2. The placement fee becomes due for payment by the client when the candidate commences employment with the client’s company or a party to whom the client introduces the candidate.
3. The appropriate fee shall be charged and become payable in accordance with these terms, if: any candidate introduced by Bristow Talent & Associates is engaged by the client, or by a party to whom the client introduces the candidate; on a permanent, temporary, contract, subcontract, outsourcing, freelancing, business associate or partnership basis; within an 12 (twelve) month period after the introduction. If a candidate is introduced for a position outside of South Africa or for relocation to South Africa, the above-mentioned period shall be 24 (twenty-four) months. These terms shall apply irrespective of whether or not the position and / or job contents are the same as those for which the candidate was originally introduced.
4. Should a job assignment be given to Bristow Talent & Associates as a contract assignment with a view to go permanent,Bristow talent & Associates will charge an 10% fee for the contract assignment period. No guarantee applies. Once the position becomes permanent, the client will in addition, be liable for the full fee based on the annual cost to company package. This fee will be calculated on the normal Fee Structure, Guarantee and Terms.
5. Should a permanent job assignment change to a temporary, contract, sub-contract, outsourcing or freelance assignment basis, regardless of the change, Bristow Talent & Associates will charge a permanent placement fee calculated on the total cost to company package as per Bristow Talent & Associates normal Fee Structure, Guarantee and Terms.
6. If a candidate is employed on a trial period, the candidate is paid the prorata of the month salary based on the job spec received which Bristow Talent & Associates will invoice to the client in addition to a 33% of the placement fee upfront and paid before the candidate starts. if the candidate is employed, the remaining 67% of the placement fee will then be invoiced & paid.
7. If a job offer is made to a candidate and subsequently it becomes evident that the recruitment instruction came from a member of the client’s staff who was not authorised to do so, the full placement fee becomes payable as per Bristow Talent & Associates normal Fee Structure, Guarantee and Terms.
8. If the client’s offer to the candidate is specified at a Nett salary package, Bristow Talent & Associates will calculate the gross package according to the current tax tables. The Fee will therefore be based on that total cost to company package.
9. Should the client refuse Bristow Talent & Associates access to their written offer, the fee will be calculated on a 20% increase on the candidate’s previous total cost to company package.
10. If a job offer is made to a candidate and is verbally accepted by that candidate, and the company, for whatever reason, later retracts the job offer, the full placement fee is payable to Bristow Talent & Associates.
11. If the client, without directly agreeing to engage a candidate introduced by Bristow Talent & Associates, introduces that candidate to any person or body, and should that other person or body subsequently engage that candidate on any basis (point 3), within 12 (twelve) months, then the client will be liable for the placement fee just as if the client had engaged the candidate.
12. Should the client approach a member of Bristow Talent & Associates staff with an offer of employment, or should a member of Bristow Talent & Associates staff refer themselves to the client for a position within 6 (six) months of the termination of their employment with Bristow Talent & Associates, then the client will be liable for the full placement fee as per Bristow Talent & Associates normal Fee Structure, Guarantee and Terms.
13. If, due to the client’s breach of any of the terms, Bristow Talent & Associates is forced to institute any legal proceedings against the client then and in that event the client shall pay all tracing fees, legal costs and collection commission incurred by Bristow Talent & Associates on an attorney and client scale.
14. In the event of a Candidate completing a temporary assignment or work of any nature with a Client, and subsequently accepts further work from the Client in any capacity (as per point 3), Bristow Talent & Associates shall be entitled to charge a placement fee calculated as per our permanent/ temporary fee structure. Work in this sense is defined as work of any nature, whether direct or indirect, temporary or through another labour broker. This fee shall prevail unless otherwise arranged in writing.

**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 Full Name of Signatory**

 **Bristow Talent & Associates**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Witness Signature Full Name of Signatory**