

TERMS & CONDITIONS

Personnel Agent's Explanation of the Terms of This Agreement:

1. Benefit Labour & Recruiting Services will search for potential candidates for a position/s available within The Client's company.
2. Benefit Labour & Recruiting Services will get the details of any vacant position/s within the company including specific criteria such as: what person would be best suited for the position/s.
We will also keep The Client updated with the progress of our search.
3. Benefit Labour & Recruiting Services will advertise the position available and search for potential candidates on our data bases as well as available search engines.
4. Benefit Labour & Recruiting Services will carefully screen the many CVs received.
5. Benefit Labour & Recruiting Services will send the top candidates' best suited according to the criteria for interviews with The Client.
6. Benefit Labour & Recruiting Services will verify all information received from the candidates and do all reference checks: criminal, employment history, salary, qualifications and ITC checks, if required. See terms and conditions.
7. Benefit Labour & Recruiting Services will contact the successful as well as unsuccessful candidates.
8. Benefit Labour & Recruiting Services will have monthly follow ups with The Client and new employee to ensure complete satisfaction on both sides.
9. Benefit Labour & Recruiting Services will **guarantee all placements for 3 months** after commencement of employment. See Terms and conditions

TERMS AND CONDITIONS OF BUSINESS

1. Interviewing a candidate from Benefit Labour & Recruitment Services is taken as acceptance of our Terms and Conditions of Business.
2. Fees are invoiced on the day the candidate starts with your organization and are payable within 14 days of the candidate starting to validate the guarantee.
3. The client undertakes to treat all information concerning the candidate in strictest confidence and agrees to refrain from contacting the candidate's current employer for whatever reason, divulge it to anyone else as per the POPI Act, without the candidate's written approval
4. Candidates submitted are those who, in our opinion, conform to the agreed specifications of the position. Recommendations are made in good faith on the basis of information available at the time.
5. If a candidate is initially requested by a client and subsequently employed by the company in any capacity within a 12 month period after the initial introduction date, the client company shall be liable for the full fee resulting from such employment.
6. An introduction of a candidate can be made telephonically, verbally, electronically or in writing. The introduction, which is valid for a twelve (12) month period, is relevant should a candidate commence employment in any capacity or position:
 - a. within the Client's company;
 - b. or affiliated companies;
 - c. or with any person or organisation to whom the Client introduces the candidate;
 - d. or in the event that the candidate subsequently approaches the Client directly;
 - e. or is introduced by any third party / agency.

These terms and conditions will apply irrespective of whether the employment arrangement is for permanent or temporary employment or limited duration or fixed-term contract. In the event of any of the above, the full placement fee as set out herein will immediately become due and payable to Benefit Labour & Recruiting Services.

GUARANTEE

1. In the event of any employee, introduced to your organization by Benefit Labour Recruitment, leaves your employ for any reason other than:
 - a. Retrenchment,
 - b. Redundancy,
 - c. Sale of business; or
 - d. Employer breach of contract,
 within the Guarantee Period (which commences on the first day of employment), Benefit Labour Recruitment guarantees to replace the same position free of charge provided that the full fee has been paid by the client with the stipulated guarantee activation period of 14 days.
2. The free replacement is valid for a period of 6 months from the date the candidates leaves your employ. This is a once off free replacement and no further guarantees or replacements are offered.
3. If the above conditions have been met and no suitable candidate can be found for the same position, Benefit Labour Recruitment, will offer you a credit against another position with a percentage of the original fee as follows:

Employment Period	Credit	Terms
1 – 14 days	100%	For the purposes of calculation: The employment period starts on the day the candidate commences employment and ends on the day the candidate leaves your employ (not when they resign)
15 – 30 days	50%	
31 – 90 days	25%	

This credit may be used against future placements. No cash refunds will be given. This credit will apply to permanent placements only.

PERMANENT PLACEMENT FEES

1. For the purpose of calculation, monthly package, regardless of the structure of that package, is multiplied by twelve to reach the annual income figure (Cost to Company).
2. This will include basic salary, thirteenth cheque or annual bonus, commissions, profit share, car or travel allowance or company car, to be worth at least R3 000 per month or the actual value of the allowance.
3. Accommodation valued at R3 000 per month for fee purposes, and any other benefit in favours of the candidate.
4. Our fee is based on a percentage of that final figure as follows:

Annual Income	Monthly Salary	Fee	Guarantee Period
All placements	All placements	9 %	90 days

Should a candidate be requested to do a working interview, and this exceeds 7 days, the monthly contract fee will then apply.

CONTRACT FEES

The Client will be responsible to pay the candidate directly for the period worked (month or part thereof) and will be liable for a monthly contract fee of 25% of the candidate’s monthly salary, payable to Benefit Labour Recruitment. No guarantees or credits will apply to contract placements. Should a candidate be on a working interview for longer than 7 days, the contract fee will then be charged. No charge is incurred by the client until a candidate is employed and Advertising is free.

PROCESS OF CANDIDATE PROFILE

1. A Candidate Profile is compiled from information provided by the candidate and whilst Benefit Labour & Recruitment Services makes every effort to verify all the details, the candidate is accountable for any falsification thereof.
2. Since we have more than 25 years' experience in the Hospitality Industry, we understand your needs to fill a position.
3. A thorough back-ground check will be done. This include and is not limited to:
 - a. Previous employers and reason for leaving
 - b. Legitimate references
 - c. Positions held and understanding of the position applied for
4. Initial face-to-face interview will be conducted with candidate
5. Before a candidate starts with you, we will have all forms completed as per company procedures (Bank Mandate, Certified copy of ID, signed Company Handbook, signed Contract of Employment, signed Policies and Procedures)
 - a. All information will be provided as per BCEA
6. We will have regular follow-ups in the first three months of employment to the candidate and yourselves to make sure you are 100% satisfied
 - a. We will assist with any problems that may arise and deal with it in a professional manner
 - b. We will handle any disciplinary hearing(s) against the candidate at a reduced hourly rate (in the first three months of employment)
7. All information documented are intended for recruitment purposes only and the information contained is confidential.
8. Under no circumstances should the Candidate's current position be endangered and references are strictly confidential and may not be discussed with the candidate.
9. Judgement as to aptitude and suitability of the candidate remains the sole responsibility of the prospective employer.
10. With Benefit Labour & Recruitment Agency, you may rest assure that we have the right employee for you.

Signed at _____ on this the _____ day of _____ 2018.

Benefit Labour & Recruiting Services

Witness

Signed at _____ on this the _____ day of _____ 2018.

Client

Witness