

**TERMS OF BUSINESS 2022**

By interviewing and or employing a candidate who has been referred by Helderberg Personnel, the client automatically accepts these terms and conditions. Should a candidate be employed in any capacity as a result of introduction by *Helderberg Personnel*, the following fees are applicable and due for payment by the employer. In the event that a candidate is successfully placed by Helderberg Personnel and is then retrenched or made redundant, the full placement fee will be due for payment.

**RATES (EXCLUDING VAT)**

**Permanent Positions**

- 15 % of Annual Salary Package

Annual Salary Package refers to the person's total cost to the employer, which includes bonuses, fringe benefits, 13th cheques and allowances.

**Temporary positions:**

- 25% of monthly salary or hourly rate, payable in arrears at the end of each completed month or time period of the assignment or fixed-term contract. A minimum placement fee of R400 exclusive of VAT will apply.

In the event of a temporary assignee becoming a permanent employee during or after the fixed term contract or temporary assignment, the permanent placement fee will come into effect. Helderberg Personnel will however, credit the client for the temporary fees that have already been paid.

**APPOINTMENT AND RE-APPOINTMENT FEE:**

In the event of the client appointing or re-appointing a candidate within a period of twelve calendar months from the date of introduction or termination, a full fee shall, in accordance with the terms of this agreement, become due and payable.

**TERMS:** Fees are payable on receipt of invoice.

**GUARANTEE:**

**Applicable ONLY if fees are paid within ten days of invoice date.**

In the event of the candidate terminating employment within the first 3 months, *Helderberg Personnel* will be required to introduce a suitable replacement candidate within 30 days of the candidate leaving the employ of the client. If a suitable candidate is not found within the 30 day period, the percentage fees credited by Helderberg Personnel to the client's account for future recruitment services will be as follows:

0 – 2 Weeks:	100% Credit
3 – 5 Weeks:	75% Credit
6 – 9 Weeks:	50% Credit
10 – 12 Weeks:	25% Credit

This guarantee does not apply if the employer or employee terminates employment due to redundancy, retrenchment, or owing to a breach of the employment agreement, which causes the candidate to resign.

**LIABILITY:**

*Helderberg Personnel* shall not be liable or responsible for any loss or damage sustained by the client arising directly or indirectly as a result of any action by candidates placed with the client. Helderberg Personnel does not accept liability for any form of misrepresentation or misinformation provided by the candidate to Helderberg Personnel or to the client.

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**LEGAL PROCEEDINGS:**

In the event of Helderberg Personnel taking legal proceedings against the client arising from this agreement or any breach thereof, Helderberg Personnel shall be entitled to cover costs calculated on an attorney and own client scale from the client.

Any changes made to these Terms and Conditions need to be in writing and signed by Helderberg Personnel and the client.

We would like to thank you for the opportunity to be of service to you and your company

I, the undersigned, as duly authorised representative of the company, hereby accept the terms and conditions of Helderberg Personnel as set out above:

<b>Date</b>	<b>Name (Print)</b>
<b>Company Name</b>	<b>Signature</b>

**CLIENT INFORMATION SHEET**

<b>Full Name of Company:</b>
<b>Type of Company:</b> Closed Corporation <input type="checkbox"/> PTY (LTD) <input type="checkbox"/> Sole Trader <input type="checkbox"/>
<b>Other: (Please specify)</b>
<b>Company Reg No:</b>
<b>Company VAT No:</b>
<b>Physical Address:</b>
<b>Contact Person:</b> (for invoice purposes)
<b>Billing Address:</b>
<b>Contact Number:</b>