



STANDARD TERMS AND CONDITIONS OF SERVICE – PERMANENT STAFF

1. Commencement of employment of a candidate in any capacity referred by S A Sales Fraternity will be deemed to be in acceptance of our Standard Conditions of Service in its entirety, for a period of twelve (12) months
2. The full fee candidate placement is payable on receipt of invoice and must be received by S A Sales Fraternity within (7) seven days from the official commencement date of employment of the successful candidate, in order for the Client to qualify for the guarantee.
3. All project management fees where applicable, are to be paid upfront before recruitment project commencement. Should a candidate be hired by the Client the full project management fee will be deducted from the final candidate placement invoice.
4. The Client undertakes to treat all information concerning the candidate in strict confidence and further to refrain from contacting the candidate's current employer for whatever reason, without the candidate's written approval.
5. 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:
 - within the Client's company;
 - or affiliated companies;
 - or with any person or organisation to whom the Client introduces the candidate;
 - or in the event that the candidate subsequently approaches the Client directly;
 - 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 the above, the full placement fees as indicated will immediately be due and payable to S A Sales Fraternity.

6. Should the Client defer the decision to employ a candidate introduced by S A Sales Fraternity and subsequently employs the candidate within twelve (12) months of that introduction, then S A Sales Fraternity is entitled to the full fee. Should the candidate be re-introduced to that organisation for another position within the original twelve (12) month introduction period, it will be deemed as a new introduction with the twelve (12) month introduction period effective from the date of the subsequent introduction.
7. Should an employee of S A Sales Fraternity accept any position with the Client, S A Sales Fraternity will be deemed to have introduced the employee as a candidate, and a fee will become payable as per these conditions of service.
8. No alterations or amendments to these Standard Terms and Conditions of Service shall be contemplated unless agreed upon, put down in writing and signed by both parties.

This agreement supersedes any prior agreement between the parties.
9. Any credit passed on a Permanent Placement or conversion may not be off set against monies due in respect of the assignment of Temporary staff.
10. The applicable percentages of the Total Cost to Company package and associated guarantees are:

Initial

interviewed · filmed · placed

Tel: (010)595-3582 Fax: (086) 649-7292

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Email: info@salesfraternity.co.za Web: www.salesfraternity.co.za

Director: Mr R A Devine

<p>Standard Agency Fee is 15% (Ex Vat), calculated on the Annual Salary Package (TCTC) offered to the candidate you hire. Should you prefer a reduced Agency Rate, we have other (%) options for you to consider.</p>				
Agency Fee (%) (Ex Vat) Calculated on Candidate Annual TCTC		Upfront Project Fee	Select	Initial
Option 1	15.0% - 3-month Candidate Guarantee, No Agency Exclusivity	R0,00	<input type="checkbox"/>	
Option 2	13,5% - 3-month Candidate Guarantee, 30-day Agency Exclusivity	R0,00	<input type="checkbox"/>	
Option 3	12,5% - 3-month Candidate Guarantee, Upfront project fee	R2,500 (Ex Vat)	<input type="checkbox"/>	
Option 4	10.0% - 3-month Candidate Guarantee, Upfront project fee	R2,750 (Ex Vat)	<input type="checkbox"/>	
<p>All upfront Project Fees deducted from final Invoice, subject to Client appointing a SA Sales Fraternity candidate.</p>				

***To determine the Total Cost to Company S A Sales Fraternity will take into consideration the basic salary, company and individual contributions in respect of medical aid, pension and provident funds, cellular, car and travel allowances. As well as, any other form of guaranteed commission or non-variable benefit.

TEMPORARY / HOURLY / LIMITED DURATION CONTRACTS / FIXED TERM CONTRACTS: The fee shall be calculated according to the provisions of S A Sales Fraternity Terms and Conditions of temporary/contract employment. Unless specifically agreed, employment shall be deemed to be permanent in nature.

REMUNERATION PACKAGE

In the event that details cannot be obtained by S A Sales Fraternity or there is a dispute over the terms of the remuneration package, S A Sales Fraternity is entitled to use the remuneration package earned by the candidate in the last year of his or her prior employment, engagement or assignment, or the market value of the candidate, whichever is the greater. S A Sales Fraternity will also be entitled to request a copy of the candidate's salary slip or remittance slip for purposes of verifying the remuneration details.

Initial

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GUARANTEE

The guarantee is subject to the Guarantee being validated. That is the full fee being paid within seven (7) days of the candidate’s official commencement date of employment. Guarantees are not valid where the candidate is no longer employed due to termination relating to operational requirements, an unfair labour practice or a breach of agreement with the S A Sales Fraternity referred employee, which causes said employee to terminate employment. The guarantee is only applicable where the candidate is found to be technically incompetent / unsuitable for the position in which he / she is placed

TERMS OF GUARANTEE

Replacement: if the Guarantee is validated, and if the employed candidate’s employment is terminated due to technical incompetence or unsuitability for the position in which he / she is placed within the Guarantee period, the Client is entitled to receive a once off replacement candidate, at no charge, to fill the same vacancy and may not offset the candidate replacement value against multiple candidate placements.

Taking differences in salary packages into account, i.e. between the first person employed and a replacement. The new fee, should it be higher than the original invoice value, will be calculated and invoiced on the total annual cost to company of the remuneration package of the replacement candidate and will be off set against the original invoice value, the Client is only liable for the variance in the invoice values should this be the case. The replacement is only for the same position, job title and geographic location.

If the Client does not validate the Guarantee, even if the candidate’s employment is terminated due to technical incompetence or unsuitability, within the Guarantee period, the Client will not be entitled to receive replacement candidates, the Client will be liable for the total amount on the original invoice.

Requests for replacements or credit notes must be made to S A Sales Fraternity in writing, within forty-eight (48) hours of the last day of employment of the employee, and must specify the date of termination of the candidate’s employment, or date of last day of employment of the candidate.

WAIVER

S A Sales Fraternity Endeavour’s to take all reasonable measures to ensure that the candidates referred meet Client requirements. However, the final decision to employ a candidate rests with the Client and not S A Sales Fraternity. S A Sales Fraternity will therefore not be held responsible or liable for any damages caused directly or indirectly by a candidate introduced by S A Sales Fraternity. S A Sales Fraternity does not accept any liability for any information and/or representation made expressly, or implied, by a candidate introduced to a Client, which proves to be untrue, unfounded or inaccurate.

LEGAL COSTS

In the event whereby the client does not make payment of the placement fee as set out herein or is otherwise in breach of the Terms and Conditions contained herein and S A Sales Fraternity institutes or commences action against the client, the client will be liable to pay costs of S A Sales Fraternity on an attorney and client scale, including but not limited to Sheriff’s costs, tracing costs, advocates costs, collection commission, etc.

Signed in _____ on the _____

Company Name: _____ Signatory: (Name) _____

Signature: _____ Position: _____

By signing this agreement, I hereby acknowledge that I have the authority to sign on behalf of the company.

