

Terms and Conditions of Sjef Recruitment Agency

1. The employment of a candidate introduced or referred by **Sjef Recruitment** will constitute the Employer's acceptance of the Terms and Conditions herein contained.
2. Should any candidate introduced by **Sjef Recruitment** directly or indirectly, be taken into service in any capacity, be it permanent, temporary, trial or contractual, within one year of such introduction, the applicable fee will become payable. The employer agrees to notify **Sjef Recruitment** immediately of the candidate's engagement and the value of the total taxable annual gross remuneration of the candidate.
3. Fees become due upon commencement of service of the candidate and are payable within 7 (Seven) days after such date by the Employer. Failure to pay on time will render the guarantee invalid for that placement. Interest will be charged by 2.5% per month on all overdue accounts.
4. The definition of Employer shall include any branches, subsidiaries, holding companies or associate companies of the addressee, to whom the candidate was introduced or referred as a direct or indirect result of any initial introduction by **Sjef Recruitment**
5. The addressee accepts that the information on candidates is confidential and that written permission from **Sjef Recruitment** is required to
 - (a) Divulge it to anyone else.
 - (b) Contact the candidate's present Employer.
 - (c) Ensure that confidential references are not communicated to the candidate.Should the addressee however divulge this information contrary to (a) above, the addressee will be held liable for any consequent placement fee.
6. The responsibility for final selection and appointment of a candidate rests with the Employer. While every effort has been made to carefully select candidates, **Sjef Recruitment** or its staff shall not be liable for any consequential loss, damage or injuries to persons or companies resulting from the introduction or employment of a candidate referred by **Sjef Recruitment**.
7. If employment of a candidate referred by **Sjef Recruitment** is terminated through an act over which the candidate has no control, such as; (a) Retrenchment (b) Redundancy (c) Sale of the businessThe fee will still be payable by the contracted client with no guarantee.
8. The fee payable to **Sjef Recruitment** is based on the total taxable remuneration package of the candidate referred for the first year of employment.
9. Timeous payment of fees will entitle the Employer to a credit should the candidate leave the service of the Employer. The candidate must have actually left the premises of the Employer and the last working day will also be the last day for which the candidate receives payment. Such termination and request for a credit must be in writing to **Sjef Recruitment** within 14 days after the resignation of the candidate.
10. The Terms and Conditions contained herein constitute the entire contract between **Sjef Recruitment** and the Employer and no concession, indulgence or extension of time shall be deemed to be a waiver of **Sjef Recruitment's** rights in terms of this contract.
11. **Sjef recruitment** shall guarantee the appointment of the Applicant for at least 90 (ninety) days from date of appointment. Should the Applicant leave the services of the Company prior to the 90 (ninety) days, the Contractor shall supply other Applicants to the Company. In the event that the Company elects not to appoint any of the subsequent Applicants, this could hold as credit for future placements or the Contractor shall reimburse 100% (hundred percent) of the fees already paid (either by credit note, replacement or cash reimbursement).

Please complete and sign this document and return by facsimile/scan & email at your earliest convenience. (Email – rec@sjef.co.za) (Fax 086 234 4011)

We look forward in assisting you to recruit suitable employees.

Yours sincerely

Regards

Wynand Schoeman
Director

Client signature

Date

