TOWER TALENT SPECIALISTS

TERMS AND CONDITIONS

IN RESPECT OF THE INTRODUCTION AND PLACEMENT OF CANDIDATES

1. DEFINITIONS

1.1 "TTS" means Tower Talent Specialists (Pty) Ltd, registration number 2014/055623/07.

1.2 "Candidate" means any person introduced to and/or placed with the Employer by TTS.

1.3 "Employer" means the company, partnership, close corporation, institution or person, or any branch, division, subsidiary, associate or holding company thereof, to which TTS has introduced and/or placed a Candidate.

1.4 "Control" means control as defined in the Companies Act, 1973 and the Companies Act No 71 of 2008.

1.5 "Client" means :

2. FEES, GUARANTEE AND REBATES

2.1 Provided the introduction and/or placement fee is paid within fourteen days of commencement of the Candidate's employment with the Employer, TTS guarantees the technical suitability of the Candidate for the position during the guarantee period. Should the introduction and/or placement fee not be paid within the fourteen-day period, the guarantees and/or rebates do not apply and fall away. Please note that no guarantee applies to the minimum placement fee.

2.2 The fee and guarantee period for a retained search agreement is as follows:

ANNUAL SALARY PACKAGE	GUARANTEE PERIOD	FEE (EXCL. VAT)
All Permanent Placements	90 Days	15%

Notes:
Fees are calculated as a percentage of the annual remuneration package offered to the candidate, including benefits and any discretionary pay.

2.3 Should the introduced / placed Candidate resign or be dismissed from the Employer's employment during the guarantee period on technical competency grounds, then TTS will replace the Candidate as per the original job specification with no further introduction fee payable, if TTS has been notified of such termination within 3 working days;.

2.4 If TTS is unable to replace the Candidate within **30 (thirty) days,** then it shall offer the Employer the following rebates:

DATE OF TERMINATION	REFUND
First 30 days from commencement date	60%
31 to 60 days from commencement date	50%
61 to 90 days from commencement date	40%

2.5 No rebate or free replacement will apply in the event of death, disability, retrenchment, unfair dismissal, or the candidate being transferred or seconded by the Employer.

2.6 No rebate or free placement will apply if the Candidate's conditions of employment or terms of service are significantly or materially altered in any way.

2.7 TTS's introduction and/or placement fee is based on a percentage of the Candidate's total annual remuneration package, including all fringe benefits and allowances.

2.8 In respect of acceptance by a candidate offered permanent employment while on a temporary / flexible assignment or contract, a Temp-to- Perm placement fee, VAT exclusive equal to the following sliding scale will apply:

PERIOD	FEE (EXCL. VAT)
0 – 6 months	15%
7 – 12 months	17.5%
Over 12 months	20%

3. FIXED-TERM CONTRACTS

A contract fee of 30% of one month's salary **(Excluding VAT)** for every month the contractor is assigned with the client is due and payable upon commencement of the contract.

- Payment terms: On presentation of invoice.
- The Client is solely responsible for the payroll, statutory benefits and levies for the contractor.
- Should the client wish to offer the candidate a permanent position at any time during the contract period or at any time for a period of 12 months following the conclusion date of the contract, the client will be liable for a temporary-to-permanent placement fee as outlined in the table 2.8 above.

4. DAMAGES

4.1 TTS shall not bear any liability whatsoever for any damage suffered by the Employer because of the introduction and/or placement of the Candidate or any act or omission of the Candidate whilst employed by the Employer, howsoever arising.

4.2 Whilst TTS will generally endeavor to obtain accurate employment references, as well as credit and/or criminal clearances, where appropriate, on Candidates introduced to the Employer, TTS does not bear any liability whatsoever for failure to obtain or the accuracy of such references or clearances.

5. INTRODUCTION / PLACEMENT OF CANDIDATES

5.1 Any Candidate introduced to the Employer by TTS who engaged in any capacity whatsoever by the Employer or a company or other Employer as defined, over which it has control, arising out of the aforementioned introduction, within a period of twelve months from the date of first introduction to the Employer, shall be deemed to have been introduced to the Employer by the TTS Group and TTS will be entitled to be paid the full introduction / placement fee in respect of such a Candidate(s).

5.2 After the initial introduction of the Candidate, the Employer may not employ / contract with that Candidate, within a twelve-month period, either directly or through any third party, to avoid payment of the introductory / placement fee due to TTS. In such circumstances, the employment / contracting of the Candidate(s) shall entitle TTS to payment of an introduction / placement fee as provided for in clause 2.2.

6. TERMS OF SERVICE AND TERMINATION

This agreement takes effect on the date of signature by the parties or upon delivery of candidate particulars and may be terminated by either party by giving the other party written notice of not less than 30 days.

7. RELATIONSHIP OF PARTIES

The relationship between the Parties shall be governed by the terms of this Agreement and nothing contained herein shall be deemed to constitute a partnership, joint venture of the like between them and neither shall they, by reason of the actions of any of them, incur any personal liability as co-partners to any third party and none of them shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of a partnership, joint venture or the like as aforesaid.

8. VARIATION

No variation of this agreement shall be of any force or effect unless reduced to writing and signed by an authorized official of both parties.

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For: TOWER TALENT SPECIALISTS
(Who hereby warrants that they are authorized to sign on behalf of TTS Group)

_____ _____

SIGNATURE OF ACCEPTANCE **EMPLOYER / COMPANY NAME**
(Who hereby warrants that they are authorized to sign on behalf of the Company / Employer)

_____ _____

FULL NAME & DESIGNATION **DATE**