

# Professional Service Agreement

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## 1. Permanent Placements

### 1.1 Guarantee

- 1.1.1 West Coast Personnel offers a 90 days free replacement guarantee on appointed candidates. To qualify for the guarantee, full payment of the fee must be received within 14 days of invoice date.
- 1.1.2 If the guarantee is validated, and the hired candidate leaves your employ within the guarantee period, West Coast Personnel undertakes to provide a replacement at no additional cost.
- 1.1.3 The 90 days guarantee is valid only from the starting date of the original candidate, in that specific position.
- 1.1.4 Requests for replacements must be made in writing to West Coast Personnel within seven days of the last date of employment.
- 1.1.5 Employees appointed on commission are excluded from the guarantee.

### 1.2 Fee Structure

- 1.2.1 Permanent Placement Fees are calculated at **15% + VAT** of the employees commencing annual package (includes commissions and all other benefits) and become due for payment when the introduced candidate commences employment.
- 1.2.2 In the case of **commission-only based** appointments a projected income of not less than **R8000** per month applies.
- 1.2.3 With fixed period **contract appointments**, fees are calculated at **20%** of the total income over the said period + VAT.
- 1.2.4 Probationary employees undergoing **"Working Interviews"** will be charged out weekly, on an hourly basis, for the duration of the "Working Interview". Should such a probationary employee be appointed to a permanent position, fees in this regard will be as set out in point 1.2.1 above.

### 1.3 Conditions of Service

- 1.3.1 The full fee becomes payable when the applicant commences employment – in any capacity, with your Company or a party to whom you introduced the applicant – within twelve months after our introduction.
- 1.3.2 The full fee remains payable if the guarantee is not validated or the employee leaves due to job misrepresentation, redundancy or re-organization.

## 2. Temporary Assignments

### 2.1 Guarantee

West Coast Personnel will select the most suitable candidate for an assignment. Should it be found, within 10 working hours, that a temporary employee does not meet the requirements, such an employee will be replaced and no charge will be levied for that employee.

### 2.2 Fee Structure

- 2.2.1 Fees for temporary personnel are based on the skills and experience of the candidate required for the position and will be determined on each occasion in agreement with the client.

2.2.2 Normal- and overtime rates, as determined by the Basic Conditions of Employment Act, will be charged, unless agreed otherwise.

2.2.3 Should a temp be required for a period less than 5 working hours, a minimum fee will be negotiated.

2.2.4 Terms of payment are strictly cash against receipt of invoice and payable within 7 days of receipt of invoice.

### 2.2.5 "Temp to Perm"

When a temporary employee is appointed permanently, the Permanent Placements Fee Structure (1.2) and Guarantee (1.1) becomes applicable.

### 2.3 Conditions of Service - Temps

2.3.2 Temporary employees assigned to the client shall not, without prior written consent from West Coast Personnel:

- a) be requested, ordered or authorized to operate vehicles, machinery or equipment (other than office equipment).
- b) be entrusted with unattended premises or any part thereof, the handling of cash, negotiable instruments, valuables, or bear any other responsibility.

2.3.3 West Coast Personnel reserves the right, at all times, to substitute one temp for another, should West Coast Personnel, at its sole discretion, deem it desirable or necessary.

## 3. General Conditions of Service

3.1 The client shall notify West Coast Personnel immediately when a referred candidate is accepted, including when a temp is re-employed or appointed in a permanent capacity.

### 3.2 Engagement/Re-engagement fee

Should the client or any subsidiary or company associated to the client engage or re-engage the candidate within a period of 12 calendar months from the date of introduction or termination, a full fee shall become due (1.2 and 2.2).

### 3.3 Liability

Whilst West Coast Personnel uses its every effort to maintain high standards amongst its staff, we shall not be liable for any loss or damage sustained by the client arising directly or indirectly as a result of any action or omission by any person referred or placed.

3.4 We are contracted with LexisNexis ITC to assist us with debt collection. Should terms be exceeded, we will use their services, with conduct of accounts reported and information made available to other credit grantors where the persons may apply for credit facilities. The costs thereof will be for your account. Interest and service charges will be charged on outstanding amounts.

3.5 **The engagement of an applicant introduced by West Coast Personnel in any capacity will signify your acceptance of these conditions.**

## Agreement

The terms and conditions stated above are between West Coast Personnel CC and the client. Acceptance of West Coast Personnel's services deems client acceptance of these terms and conditions.

West Coast Personnel and the client choose respectfully, as their domicilium citandi et executandi the addresses as detailed below.

I \_\_\_\_\_, being duly authorised, have read and understand the terms and conditions of this agreement and I agree hereto.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

Company/Client Name \_\_\_\_\_

Co. Registration No \_\_\_\_\_ VAT Registration No \_\_\_\_\_

Physical address \_\_\_\_\_

Postal address \_\_\_\_\_ Postal Code \_\_\_\_\_

West Coast Personnel CC agrees to the terms and conditions of business.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

Name \_\_\_\_\_ Witness \_\_\_\_\_

### West Coast Personnel

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