

Professional Service Agreement



West Coast Personnel provides **three recruitment options**:

- **Permanent Placements (Perm)**: this is where you employ the person full time
- **Limited Duration Contract Placements (LDC)**: you employ the person for a defined period e.g. 6 months
- **Temporary Employment Services (TES)**: we employ the person on your behalf while you make use of his/her services. West Coast Personnel takes responsibility for the salary and statutory payments: leave, UIF, SDL etc.

1. Permanent Placements

1.1 Permanent Fee Structure

1.1.1 **Contingency Recruitment**: West Coast Personnel finds a suitable candidate for your vacancy and charges a placement fee calculated at 18% + VAT of the employee's annual package (includes commissions, bonuses and all other benefits).

1.1.2 **Exclusive Recruitment**: allow us exclusivity on the vacancy for 30 days and fees are calculated at 16% + VAT of the employee's annual package (includes commissions, bonuses and all other benefits).

1.1.3 **Retained Recruitment**: pay 1/5th of the anticipated placement fee on our acceptance of the job order - the balance is due on appointment. The placement fee is calculated at 14% + VAT of the employee's annual package (includes commissions, bonuses and all other benefits).

1.1.4 In the case of **commission-only** based appointments a projected income of not less than R9000 per month applies.

1.2 Guarantee

1.2.1 We offer a 120 days free replacement guarantee on appointed candidates. To qualify for the guarantee, full payment must be received within 14 days of invoice date. West Coast Personnel undertakes to provide a free replacement to the same value of the original placement. If not, your company retains a credit for the full amount for future recruitment through us.

1.2.2 The 120 days guarantee is valid for the original candidate, in that specific position.

1.2.3 A written replacement request within seven days of the termination of employment activates the guarantee.

1.2.4 Employees appointed on commission only are excluded from the guarantee.

2. Limited Duration Contract Placements

1.3 Limited Duration Contract (LDC) Fee Structure

1.3.1 **Contingency Recruitment**: LDC fees are calculated at 20% of the employee's monthly package + VAT.

1.3.2 **Exclusive Recruitment**: allow us exclusivity on the LDC vacancy for 30 days and fees are calculated at 18% of the employee's monthly package +VAT.

3. Temporary Employment Services (TES)

3.1 Temporary Employment Services Fee Structure

3.1.1 Fees for temporary personnel are based on the skills and experience of the person required and will be determined in agreement with you, the client. The invoiced amount includes employee wages, our fees and statutory deductions + VAT.

3.1.2 Normal and overtime rates, as determined by the Basic Conditions of Employment Act, will be applicable.

3.2 "Temp to Perm"

When a temporary employee is appointed permanently, the Exclusive Recruitment Fee structure (1.1.2) and Guarantee (1.2) becomes applicable.

3.3 TES Guarantee

Should it be found, within 10 working hours, that a temporary employee does not meet the requirements the temp will be replaced at no charge.

3.4 TES Conditions of Service

3.4.1 **TES Terms** of payment are strictly within 7 days of receipt of invoice.

3.4.2 **Restrictions**: Temporary employees assigned to your company 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.

3.4.3 West Coast Personnel reserves the right to substitute one temp for another, should it be necessary.

4. General Conditions of Service

4.1 **Terms**: The full fee only becomes payable when the applicant commences employment – in any capacity, with your company, subsidiary or a party to whom you introduced the applicant.

4.2 **Payment** must be received within 14 days of invoice date to validate our guarantee.

4.3 **Engagement**: Your Company 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.

4.4 The fee **remains payable** if the guarantee is not validated or the employee leaves due to job misrepresentation, redundancy or restructuring.

4.5 **Re-engagement fee**: Should your company or any subsidiary or company associated to your company engage or re-engage a candidate introduced by us, a full fee becomes due (1 and 2).

4.6 **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 your company arising directly or indirectly as a result of any action or omission by any person referred or placed.

4.7 **Collections**: We are contracted with LexisNexis Risk Management 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 company's account.

4.8 **Interest** and service charges will be charged on outstanding amounts.

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

Initialled: On behalf of your Company _____

West Coast Personnel _____

Agreement

The terms and conditions stated above are between West Coast Personnel CC and your company. Acceptance of West Coast Personnel's services signifies your company's acceptance of these terms and conditions.

You agree to the following options, whichever is relevant at the time:

Permanent Placements

Contingency Recruitment @ 18% + VAT of the employee's annual package

Exclusive Recruitment @ 16% + VAT of the employee's annual package

Retained Recruitment @ 14% + VAT of the employee's annual package

Limited Duration Contract Placements

Contingency Recruitment @ 20% of the employee's monthly package + VAT

Exclusive Recruitment @ 18% of the employee's monthly package + VAT

West Coast Personnel and your company choose respectively, as their physical business addresses for legal purposes, the addresses as detailed below.

On behalf of your Company:

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

Signed at _____ on this ____ day of _____ 20____

Signature _____ Capacity _____

Your Company Name _____

Company Registration No _____ VAT Registration No _____

Physical address _____

Postal address _____ Postal Code _____

Witness on behalf of your company _____

On behalf of West Coast Personnel:

I _____, on behalf of West Coast Personnel agrees to the terms and conditions of business.

Signed at _____ on this ____ day of _____ 20____

Signature _____ Capacity _____

Witness on behalf of West Coast Personnel _____

Company Name:
CC Registration No:
Physical Address:

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