


BLADΣ
Terms and Conditions

BLADE RECRUITMENT CC
Terms and Conditions of Business

Terms and Conditions for Permanent Placements

1. FEE BASIS AND TERMS OF PAYMENT

- 1.1 The fee is calculated on the basis of a percentage of the employee's total cost to company as set out below. Fees arise and become due for payment when the Candidate introduced commences employment in any capacity (whether as an individual or other legal entity) temporary or permanent with your company or a party to whom you introduce the Candidate within six months of the last date of referral. Invoices are due and payable on presentation when the Candidate commences employment. BLADE reserves the right to charge interest at two percent of the prevailing prime interest rate on all overdue accounts.

Annual Package	Fee (Excl. VAT)	VAT (at 14% of Fee)	Fee (Incl. VAT)	Guarantee Period
Up to R59 999	15%	2.1%	17.1%	One Month 80%
R60 000 - R119 999	17.5%	2.45%	19.95%	Two Months 50%
R 120 000 and Over	20%	2.8%	22.8%	Three Months 50%

- 1.2 Employment of a Candidate referred by BLADE will be deemed to be an acceptance of our terms. The fee is based on the annual total cost to company offered to the prospective Candidate irrespective of how the package is structured. The fee is payable by the employer and no charge is made to work seekers. If registered, VAT may be claimed by your company as input tax.
- 1.3 A minimum fee of R5 130 (including VAT) applies in respect of any placement and includes a three month Guarantee. For sales appointments with a salary package based on commission only, the minimum fee applies. BLADE reserves the right to charge a placement fee should a BLADE employee be recruited by a Client or third party introduced by the Client.
- 1.4 No variations can be made to these Terms of Business without written confirmation signed by / on behalf of both parties.

2. TERMS OF GUARANTEE, REPLACEMENT AND REBATES

- 2.1 BLADE offers a three month Guarantee subject to the Guarantee being validated. The Guarantee is validated by the full fee being paid within 14 (fourteen) days of the Candidate commencing employment. Guarantees are not valid where the Candidate is no longer employed due to termination owing to operational requirements, an unfair labor practice or a breach of agreement with the BLADE referred employee which causes the said employee to leave.
- 2.2 If the Guarantee is validated and if the first person employed leaves within the Guarantee period, the Client is entitled to receive a replacement Candidate to fill the same vacancy. Taking into account differences in salary packages (i.e. between the first person employed and a replacement), the original charge will be credited in full, and the new fee calculated and invoiced on the replacement's package.
- 2.3 Should the Client not find a suitable replacement Candidate, or not require a replacement Candidate, provided the original Candidate has left, the Client will qualify for a rebate. If the Candidate leaves within the first month of employment, an 80% rebate of the placement fee will be credited. A 50% rebate will apply if the Candidate leaves within the second or third month.
- 2.4 If the Client does not validate the Guarantee, even if the Candidate leaves the Client's employ within the Guarantee period, the Client will not be entitled to receive replacement Candidates or a rebate. The Client will be liable for the total amount on the original invoice. Requests for replacements or rebates must be made to BLADE within 48 hours of the last date of employment, and must specify the date the original person placed actually left, or will leave, the Client's employment.

3. REFERENCES AND INDUSTRY SPECIFIC CHECKS

3.1 All references are forwarded on a strictly confidential basis and should not be discussed with the Candidate.

3.2 On request, a credit check, qualification verification and/or a criminal clearance check can be done on selected Candidates.

4. **PSYCHOMETRIC TESTING**

4.1 If required, arrangements can be made for Candidates to be tested by a registered Industrial Psychologist or on an accredited program. The professional fee will be advised at the time, and will be for the Client's account.

5. **CLIENT/ATTORNEY CHARGES**

5.1 In the event that BLADE instructs its attorney to institute legal proceedings against a Client, the Client hereby undertakes and agrees to pay BLADE's attorney legal fees on the scale as between attorney and Client, collection commission, tracing fees and the like should any judgment be granted in favor of BLADE.

6. **JURISDICTION**

6.1 The Client agrees to the Jurisdiction of the Magistrate's Court in terms of Section 45 of the Act of 1944 for the recovery of any amount due in terms hereof. Notwithstanding the aforesaid, BLADE retains the right to proceed in any Court having competent Jurisdiction.

Signed: _____

Date: _____

BLADΣ

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