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BLADΣ  
Terms and Conditions

**BLADE RECRUITMENT CC**  
**Terms and Conditions of Business**

**Terms and Conditions for Temporary Placements**

1. **GENERAL**  
BLADE agrees to provide temporary staff ("TEMPS") for service as ordered by Clients. These services are to be performed by BLADE's employees assigned to the Client's supervision.
2. **BLADE TEMPORARY EMPLOYEES**  
All TEMPS assigned to Clients are employees of BLADE. As their employer, BLADE administers, pays amounts due in terms of the Compensation for Occupational Injuries and Diseases Act, deducts PAYE and UIF contributions and accounts to the appropriate statutory bodies for these deductions.
3. **CHARGE**  
The hourly rate chargeable for each TEMP is advised to the Client at the time the assignment is arranged and recorded.
4. **WORK REGULATIONS**  
Our TEMPS have been instructed to conform to the rules in effect at the Client's establishment. The Client agrees to provide a suitable and safe place of work and confirm that their policies and work practices comply with the current legislation. Any liability of whatsoever nature arising from Client contravention of existing legislation shall be that of the Client. BLADE accepts no liability in such circumstances.
5. **HOURS AND NATURE OF WORK**  
The hours a TEMP works on an assignment must be recorded daily on BLADE's standard time sheet. The Client is required to certify that the hours are correct at the end of each week or, if the assignment ends during the week, on the last day of the assignment. On the basis of these certified hours, the TEMP's wage will be paid by BLADE, and the Client will be invoiced at the pre-advised rate. There is a minimum charge of 5 (five) hours per assignment.
6. **OVERTIME**  
Time worked in excess of 8½ hours per day from Monday to Friday T1/2 and on a Saturday (excluding Saturday mornings where this forms part of the Client's normal week) will be paid by BLADE and charged to the Client at a premium of one & one half times the basic hourly rate (T1/2). Saturday time worked in excess of 6 hours will be paid by BLADE and charged to the Client at a premium of one and one-half times the basic hourly rate (T1/2). If the TEMP is required to work on a Sunday or a public holiday, the overtime premium charged will be double the basic hourly rate (T2). The TEMP will be paid by BLADE on the same basis for overtime.
7. **LATE CANCELLATION**  
Late cancellation of an assignment incurs a minimum of one day unless BLADE is notified in time to prevent the TEMP from reporting for duty. The TEMP will be paid by us for the same hours, to cover cost of travel and lost time.
8. **REPLACING A BLADE TEMP**  
If the necessity arises, BLADE shall be entitled to replace any TEMP with another of comparable qualifications, at any time, without prior notice should it be required. Should the Client find a TEMP so assigned to be unsatisfactory the Client may request a replacement, the present TEMP must be given 24 hours warning of termination.
9. **INVOICING AND PAYMENT TERMS**
  - 9.1 **Invoicing**  
As TEMPS are paid weekly, invoices to Clients are rendered weekly on the basis of the total hours certified on the time sheet. Invoices are due and payable 7 (seven) days from date of invoice.
  - 9.2 **Interest on overdue accounts**  
BLADE reserves the right to charge interest at the rate of 2% per month on overdue balances. (2% above ABSA most preferred clients).
  - 9.3 **Suspension of service**  
BLADE reserves the right to withdraw TEMPS from the assignment until overdue amounts are settled.

10. **PROTECTION**

10.1 **Public Liability**

While the TEMP is under the client's management & supervision public liability & 3rd party claims, indemnity against death or injury to 3rd parties will be the sole responsibility of the client.

10.2 **Restrictions**

10.2.1 No TEMP may be entrusted by a Client with unattended premises or any part thereof, or the handling of cash, negotiable instruments, credit cards, valuables, or other similar property, without the prior specific written agreement of BLADE.

10.2.2 The Client shall not permit TEMPS to operate vehicles, equipment or machinery, other than the office equipment on which they have been trained, without the prior written agreement of BLADE.

10.2.3 TEMPS will at all times work under the direct supervision of Client staff & actions will be the responsibility of the client.

11. **CESSION**

The Client hereby confirms that they have no objection to BLADE ceding the Debtors book to The Standard Bank of South Africa Ltd.

12. **PERMANENT OR OTHER TEMPORARY EMPLOYMENT**

12.1 The service BLADE renders is made possible only by a substantial investment in advertising for, testing and screening of a large number of personnel, for subsequent hire to Clients.

12.2 Clients undertake that neither they nor any person, company, association or other legal persona with which the Client is associated, whether directly or indirectly, nor any person or legal persona to whom the TEMP so assigned was introduced, shall use the services of, or offer employment to, or accept an application for employment from such TEMP (whether as an individual or other legal entity), whether on a permanent or temporary basis, within a period of 180 days from the last day of the assignment, unless it is subject to the terms and conditions reflected herein and for the charges agreed upon between BLADE and the Client.

12.3 The Client acknowledges that if any of the above undertakings are breached in any respect, then the Client shall be liable to pay to BLADE immediately an amount based on the current fee structure of BLADE (copy available on request) and calculated at the annual rate of remuneration upon engagement or the equivalent thereof payable to such TEMP, whether or not the TEMP is employed by the Client or other party for the whole of or part of the year, which change the Client acknowledges to be fair and reasonable, as a result of the said breach.

12.4 The undertakings set out above are separate and severable from each other and the Client agrees to be bound by each and every one of the said undertakings.

13. **WARRANTY OF AUTHORITY**

The representative of the Client who signs the time sheet warrants that he/she is duly authorized so to act and to bind the Client.

14. **CLIENT/ATTORNEY CHARGES**

In the event that BLADE instructs its attorneys to institute legal proceedings against a Client, the Client hereby undertakes and agrees to pay BLADE's attorney's 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.

15. **JURISDICTION**

The Client hereby consents and submits to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all proceedings connected with BLADE's Standard Terms of Service, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# BLADΣ

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