



TERMS AND CONDITIONS

BETWEEN: -

MAGNETIC NORTH PLACEMENTS

And

THE CLIENT

1. Interviewing a candidate introduced by Magnetic North Placements will constitute acceptance of the terms and conditions contained herein.
2. The fee payable to Magnetic North Placements for the introduction of the candidate to the employer shall be earned upon the candidate's employment. The employer shall notify Magnetic North Placements immediately of the candidate's engagement.
3. The fee payable to Magnetic North Placements shall comprise 12.5% of the aggregate of annual salary, value of car allowance or company car and other benefits due to the candidate in terms of his/her contract of employment with the employer including guaranteed performance bonuses, "sign on rewards", share incentives and commission, where applicable, plus VAT. The aggregate comprises the total package.
4. The employer will be liable to Magnetic North Placements for the full fee referred to in clause 3 hereof irrespective of whether such introduction is direct or indirect and of when the candidate commences employment with the employer, provided that the offer of employment is made within one year of the introduction.
5. If a candidate is employed by any other party following an introduction or referral by the employer, then the employer shall remain liable to Magnetic North Placements for the full fee referred to in clause 3 hereof, as if he had employed the candidate.
6. Magnetic North Placements shall guarantee a candidate for a period of 3 (three) months provided that:

- 6.1. The full fee (that is 12.5% plus VAT) due to Magnetic North Placements in terms hereof reaches our offices within 10 (Ten) days after the date of commencement of employment of the candidate: and
- 6.2. Magnetic North Placements has received written notification of the termination of the candidate's employment within 14 (fourteen) days of the date thereof.

7. In the above circumstances the following shall be applicable:
 - 7.1. Should the candidate's employment be terminated within the first 30 days the employer will be entitled to a 90% cash refund for the amount of the relevant fee charged (excluding VAT) for that placement on future recruitment assignments using Magnetic North Placements.
 - 7.2. Should the candidate's employment be terminated between 31 days and 60 days, the employer will be entitled to a 50% credit note for the amount of the relevant fee charged (excluding VAT) for that placement on future recruitment assignments using Magnetic North Placements.
 - 7.3. Should the candidate's employment be terminated within the period 61 days-90 days the employer will be entitled to a 25% credit note for the amount of the relevant fee charged (excluding VAT) for that placement on future recruitment assignments using Magnetic North Placements.

8. Notwithstanding that the applicant introduced to the employer in terms hereof has been screened and that reference checks, where feasible, have been performed, Magnetic North Placements shall not be liable for any loss or damage caused by a candidate.

9. Magnetic North Placements and Recruitment is reliant upon the employer's accurate and detailed information pertaining to any vacant position and should such information be incorrect, Magnetic North Placements cannot be liable for any loss incurred in consequence of placing an inappropriate candidate.

10. If the employment of a candidate engaged through Magnetic North Placements is terminated due to an act over which Magnetic North Placements had no control and not due to the fault of the candidate, for example, if the employer's business or company is sold to a new owner who has his own personnel, then the full fee referred to in clause 3 hereof will be payable. Further in the event that the candidate leaves within 3 months of employment due to redundancy, headhunting, change of terms of employment, change in management or job description, the full fee referred to in clause 3 shall be payable.

11. It is in Magnetic North Placements Code of Ethics not to source (Head-Hunt) the staff of its clients whether or not previously introduced by Magnetic North Placements and Recruitment. However, Magnetic North Placements reserves the right to represent any member of its client's staff who approaches Magnetic North Placements directly or indirectly of his/her own accord.

12. Candidate confidentiality:

- 12.1. The employer agrees that all information concerning the candidate as furnished by Magnetic North Placements shall be treated in the strictest confidence, and on condition that:
- 12.2. It is not divulged by the employer to anyone without Magnetic North Placements written consent; and
- 12.3. No contract whatsoever shall be made by the employer with the candidate's existing employer without the candidate's written consent.
13. Neither Magnetic North Placements nor its members, staff or representatives may be held liable to or for employers or companies who do not abide by legislation contained in or governed by the new Labour Relations Act 66 of 1995 and the Basic Conditions of Employment Act 75 of 1997.
14. Although the aforesaid billing requirements of Magnetic North are applicable at present, Magnetic North Placements reserves the right to alter its billing arrangements in accordance with the passage of time or such other needs and requirements as may be applicable from time to time.
15. Payment in respect of Magnetic North Placements fees is to be made strictly per invoice. Neither rebates nor discounts may be claimed or taken unless Magnetic North Placements has specifically agreed to same in writing.
16. In all cases where the employer uses a postal, banking, electronic or similar such service to effect payment to Magnetic North Placements, such services shall be deemed to be the agent of the employer.
17. All amounts overdue for payment shall bear interest at the rate of 2% above the prime overdraft-lending rate of Magnetic North Placements bankers.
18. The employer shall not be entitled to claim set off or deduction in respect of any payment due by the employer to Magnetic North Placements for its services.
19. Magnetic North Placements may appropriate all payments made by the employer to such accounts, as it will in its sole and absolute discretion decide.
20. Magnetic North Placements shall, at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such Court.
21. A certificate issued and signed by any member of Magnetic North Placements, whose authority need not be proved, in respect of any indebtedness owed to Magnetic North Placements and Recruitment or in respect of any other fact, shall be prima facie evidence of such indebtedness and prima facie evidence of such other fact.

22. The conditions contained herein constitute the entire contract between Magnetic North Placements and the employer and no variation shall be valid and binding upon the parties unless put in writing and signed by the parties to the contract.
23. No concession, indulgence or extension of time that may be allowed by Magnetic North Placements to the employer, shall under any circumstances be deemed to be a waiver of Magnetic North Placements rights in terms of this contract.
24. The employer shall be liable for all legal costs as between the attorney and client, including collection charges, incurred by Magnetic North Placements in the recovery of fees and/or any other amount owing by the employer.

Magnetic North Placements & Recruitment

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