

TERMS AND CONDITIONS

1. Placement Fees:

- 1.1 No charge shall be levied by Trading Places to the Client until the client expressly employs the Candidate.
- 1.2 The fee in respect of such permanent placement is payable by the Client to Trading Places and shall be a percentage on the Total Annual Cost to Company (please refer to the Standard Rates & Fees document for pricing packages).
- 1.3 Trading Places Manufacturing Recruitment will invoice the Client for the placement fee, which becomes due and payable within 14 (fourteen) days from the date the successful Candidate commences employment with the client.

2. Guarantee Benefits:

- 2.1 In the event that the Candidate resigns or is dismissed for incompetence during the first ninety (90) days of employment with the Client, the Client must immediately notify Trading Places Manufacturing Recruitment in writing.
- 2.2 Trading Places Manufacturing Recruitment is entitled to thirty (30) working days to find a suitable replacement. A replacement may not be used to fill a different vacancy. No further charges will be made for a replacement.
- 2.3 Guarantees are valid for one free replacement only, up to the value and for the same position as the original placement.
- 2.4 In the unlikely event that Trading Places Manufacturing Recruitment being unable to source a suitable replacement, Trading Places will issue the Client with a non-refundable credit note for future placements.
- 2.5 Trading Places shall not be obliged to supply a replacement Candidate to the Client where the Candidate's employment is terminated for reasons beyond the control of the Candidate such as restructuring, company closure, retrenchment, redundancy, disablement, death, unfair dismissal, unfair labour practises or client breaches of employment agreement with the Candidate which causes the Candidate to resign. In such circumstances, the full placement fee is due.
- 2.6 The Client must determine via the correct legal channels that the Candidate is unable to perform the required duties or render the required services of the job for which he or she was employed. Should this process not be followed, the guarantee is not applicable.
- 2.7 If there is a salary difference between the first Candidate and the replacement Candidate, the original invoice will be credited and a new invoice, based on the salary package of the replacement Candidate, will be charged.
- 2.8 The above provisions apply only if the fee is remitted to us within 14 (fourteen) days. Failure to meet this requirement will automatically invalidate the guarantee and the fee will remain payable in full.

3. Waiver:

- 3.1 Trading Places will take all reasonable measures to introduce Candidates who meet the Clients requirements. The final decision to employ a candidate however, rests with the Client. Trading Places will not be held responsible, or liable, for any damages caused either directly or indirectly by a Candidate introduced by Trading Places. Liability will not be accepted by Trading Places for any information and / or representation, express or implied, made by a Candidate, which subsequently proves to be untrue, unfounded or inaccurate.

- 3.2 All advertising charges incurred in the attraction of suitable applicants are borne by Trading Places unless the client agrees alternative arrangements. Trading Places reserves the right to affect all aspects of advertising at its sole discretion.
- 3.3 The Client undertakes that the information pertaining to all Candidates is confidential and that any Candidate's past, current or present employers may not be contacted unless written permission from Trading Places and Candidate is presented to the Client.
- 3.4 The client shall not divulge any information concerning the Candidate to any third party, and shall not until the date of engagement of the Candidate have any dealings with the Candidate, his employer or reference, except through Trading Places unless permission has been granted otherwise.
- 3.5 Should the Client introduce the Candidate or provide the Candidate's information to a sister company or any other third party which results in employment, the Client will be liable for the full placement fee (as calculated in clause 1.2) unless the employing company agrees to the placement fee.
- 3.6 In the event of any Candidate from Trading Places being offered and accepting any position within a period of 12 months after first being introduced by Trading Places to the Client, the Client shall be liable for a placement fee as calculated in clause 1.2. Any service relationship will be considered as employment, be this full time, part time, on a contractual basis, or as a partner, member of close corporation or company director.
- 3.7 Should we instruct our attorneys to recover any amounts, all costs including collection commission shall be borne by the Client. Interest at the current bank overdraft rate; will be calculated from date of invoice on overdue accounts.

4. Temporary/ Permanent or Contract Placements

- 4.1 Trading Places can provide temporary or contract staff with the intention of going permanent. The duration of the contract will be determined by the Client.
- 4.2 In the event of a Candidate being appointed on a temporary/ contract basis, Trading Places shall be entitled to a recruitment fee equivalent to 15% (excluding VAT) of the candidate's Cost to Company (Total Guaranteed Package) for the duration of the contract, including renewals thereof, limited to a maximum period of twelve months.
- 4.3 Payment shall be made within 14 (fourteen) days of the commencement of the contract period, and within 14 (fourteen) days of any and each renewal thereof, subject to a maximum period of twelve months.
- 4.4 In the event of the Candidate being employed on a permanent basis within the aforesaid period stipulated in clause 4.1, Trading Places will treat this as a "contract renewal" and thus invoicing the Client the remaining fee according to clause 4.2 with no guarantee period.
- 4.5 No guarantees are provided for temporary or contract staff.