## **Terms and Conditions**



## Terms and Conditions Acceptance and Acknowledgement

- By receiving a Curriculum Vitae (CV) from FlowCentric Resourcing (Pty) Ltd and/or setting up of an
  interview with a Candidate presented from FlowCentric Resourcing (Pty) Ltd, by any representative
  or employee of the Client, will constitute an automatic acceptance of the terms and conditions and
  will attract a full placement fee.
- 2. A standard fee of 10% (Excluding VAT) will be charged on permanent placements, calculated on the annual remuneration package of the successful candidate referred to the Client by *FlowCentric Resourcing (Pty) Ltd*.
- 3. CTC for placement fee calculation, is based on the full CTC offered and accepted to and by the candidate, inclusive of on cash salary, any bonus(es), medical aid, pension, car, entertainment allowance and any other fringe benefits payable to the Candidate.
- 4. The Client will be invoiced on the annual package presented to the candidate in form of a written agreement.
- 5. Fees are invoiced on the date of commencement of service for the successful Candidate and are payable within 30 (thirty) days of receipt of invoice.
- 6. Should a client appoint a Candidate on a contractual basis, fees will be negotiated on an individual basis.
- 7. If the Client offers a contractor a permanent position within the Client's organisation, a fee as if for a permanent placement will be payable and the relevant guarantees will apply.
- 8. For unsuccessful CVs that was submitted by FlowCentric Resourcing to the client for review, the client may not, for a period of 3 months after receipt, appoint such candidate directly, bypassing FlowCentric Resourcing. In the event that this occurs, FlowCentric Resourcing will charge a full placement fee.
- 9. A guarantee period of 3 (three) months will apply, subject to the invoice being paid within 30 (thirty) days of the Candidate's commencement of employment within the Client's organisation.
- 10. Should a Candidate resign or be dismissed due to technical incompetence in accordance with the Labour Relations Act within the guarantee period, the client will endeavour to allow *FlowCentric Resourcing (Pty) Ltd* to replace the Candidate at no further charge to the Client.
- 11. FlowCentric Resourcing (Pty) Ltd will not accept responsibility for any loss of income suffered by the Client due to a Candidate's resignation or incapability of carrying out of his or her duty.
- 12. If for whatever reason, *FlowCentric Resourcing (Pty) Ltd* cannot provide a substitute candidate, a refund as stipulated below will be due to the Client. The following Guarantee will apply:
  - Within 1 (one) month 75% of original fee
  - Within 2 (two) months 50% of original fee
  - Within 3 (three) months 25% of original fee

This guarantee will only apply if the Client adheres to the original job requirement.

- 13. Invoice Adjustment: If the final placement amount exceeds the initial invoiced amount, the Client agrees to pay the difference. An additional invoice reflecting the outstanding amount will be issued and is payable within 30 days of receipt.
- 14. Credit Note: If the final placement amount is less than the initial invoiced amount, the Company will issue a credit note for the difference. This credit note can be applied to future invoices or refunded at the Client's request.

## **Terms and Conditions**



- 15. Whilst every effort is made by *FlowCentric Resourcing (Pty) Ltd* regarding the technical capability of our candidates, we do not warrant their honesty, or any misrepresentation of information supplied to us by the Candidate.
- 16. Reference and credit checks will be undertaken at the request of the Client and within the legal boundaries allowed in terms of the South African Labour Relations Act.
- 17. Credit notes can be used for payment of fees against any future placement to the value as stipulated above. Credit notes expire after 6 months.
- 18. FlowCentric Resourcing (Pty) Ltd is registered as a TES (Temporary Employment Services). The fee shall be negotiated depending on the type or resource, duration of the contract and additional factors that might influence the rate. If the Client is not satisfied with the Contractor, the client should give the candidate notice on the conditions as stipulated by the BCEA:

In 5 (five) working days24 hours' notice

During the first month5 (five) working days

More than 30 (thirty) days 30 (thirty) days' notice

- 19. Only signed timesheets will be paid.
- 20. All Candidate particulars submitted to a Client shall be treated in the strictest confidence.
- 21. The Current employer(s) of the Candidate(s) will not be contacted without the prior written consent of the Candidate.
- 22. The Terms and Conditions of Business shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 23. FlowCentric Resourcing (Pty) Ltd will bear all costs related to personnel recruitment, which it undertakes unless retained by the Client to undertake a specific campaign on its behalf. The costs of such a campaign will be agreed and authorised prior to its commencement in a separate Executive Search Assignment document.
- 24. All particulars of a candidate are strictly confidential and are made available on trust and within the applicable laws.
- 25. Contactable reference from previous employers will be included wherever possible.
- 26. Under no circumstances is the candidate or current employer to be contacted directly or indirectly for a reference without the express written consent of *FlowCentric Resourcing (Pty) Ltd*. Should such a breach occur, the party committing it would be held liable for any injury/losses and claims that may arise inclusive of but not limited to the CTC for the position, regardless of if the placement were successful.
- 27. While every effort has been made to carefully select candidates, *FlowCentric Resourcing (Pty) Ltd*, shall not be liable for any consequential loss, damage or injuries to persons/entities resulting from introduction of a candidate.
- 28. FlowCentric Resourcing (Pty) Ltd will attempt to obtain or provide accurate details of candidates in terms of their qualifications, personal details, and employment history. This is based upon information supplied by the candidate. FlowCentric Resourcing (Pty) Ltd will not be held liable for errors, omissions or misrepresentations and FlowCentric Resourcing (Pty) Ltd does not accept any liability whatsoever for any loss, costs or damages caused, directly or indirectly by the candidate or the employment of the candidate.
- 29. All fees are subject to VAT at the current ruling rate and will be shown separately on the invoice.

## **Terms and Conditions**



- 30. The parties hereby consent to the jurisdiction of the Pretoria Magistrates Court in terms of Section 45 of Act 32 of 1944.
- 31. Penalties of 10% on late or overdue payments will occur to the clients account, should alternative arrangements not be made in written before or on the payment date.

- END -