

Terms and Conditions Acceptance and Acknowledgement

1. 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.

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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.

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