

**TERMS AND CONDITIONS OF SOLA OPTIMA  
RECRUITMENT SERVICES (PTY) LTD**

Made and entered into between:

**Sola Optima Recruitment Services (Pty) Ltd**

**Registration Number: 2015/101409/07**

AND

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**Registration Number: \_\_\_\_\_**

(Hereinafter referred to as the “Employer”)

**WHEREAS** Sola Optima Recruitment Services (Pty) Ltd does business as a provider of candidates for employers who want to appoint full time employees.

**AND WHEREAS** the employer is desirous of obtaining the services of a particular candidate as an employee;

**NOW THEREFORE IT IS AGREED** as follows

**1.**

Sola Optima Recruitment Services (Pty) Ltd undertakes to use its best endeavours to introduce a suitable candidate to an employer and once this agreement has been signed Sola Optima Recruitment Services (Pty) Ltd will introduce suitable candidates to the employer. Sola Optima Recruitment Services (Pty) Ltd will assess the capabilities, competencies and honesty of the candidates to meet the employer's requirements provided that Sola Optima Recruitment Services (Pty) Ltd cannot be responsible for any damage arising from any action of candidates as introduced by Sola Optima Recruitment Services (Pty) Ltd and employed by the employer.

**2.**

2.1 The employer is under no obligation to appoint the candidate in any position, but should the candidate be appointed by the employer the terms and conditions of this agreement will become effective.

2.2 Any candidate sourced, introduced and sent to the employer for any position as required by the employer via e-mail or any other form of delivery, such candidate will remain the property of Sola Optima Recruitment Services (Pty) Ltd for a period of 18 (eighteen) months from such introduction of the candidate to the employer and the employer undertakes not to contact the candidate directly or indirectly.

- 2.3 The employer will allow Sola Optima Recruitment Services (Pty) Ltd to co-ordinate the placement of the candidate from the first interview stage up to and until the appointment of the candidate by the employer.
- 2.4 The employer undertakes to inform Sola Optima Recruitment Services (Pty) Ltd in writing, immediately as to whether the candidate will be appointed or not be appointed and if appointed the employer must indicate the duration of appointment and the remuneration of the candidate.
- 2.5 The placement fee is also payable should the candidate be introduced by the employer to a third party.

### 3.

- 3.1 Sola Optima Recruitment Services (Pty) Ltd will invoice on the start date of the recruited candidate and the employer will validate the Sola Optima Recruitment Services (Pty) Ltd guarantee by making payment within 14 (fourteen) days of the candidate's start date (invoice date).
- 3.2 Guarantee for purposes hereof shall mean the period as indicated in 13 below where the appointed candidate will be employed by the employer, provided that unfavourable working conditions, layoff for economic reasons, elimination of the candidate's position, unfair dismissal, retrenchments, redundancy, death, change in job description, candidates breach of this agreement or changes of employers ownership will be excluded from the guarantee. Sola Optima Recruitment Services (Pty) Ltd guarantee is only validated on receipt of payment by them on or before the fourteenth (14) day from the date of invoice of the recruited candidate. The employer agrees that it is his responsibility to ensure that Sola Optima Recruitment Services (Pty) Ltd has received the payment for the placement within the set period.

3.3 If the employer validates Sola Optima Recruitment Services' guarantee and the candidate leaves the employer's, employment within the guaranteed period for any reason other than retrenchment, disablement, unfair dismissal, death or unfair labour practices, Sola Optima Recruitment Services (Pty) Ltd offers to find a suitable replacement candidate.

3.4 If the candidate leaves the employment of the employer within the guaranteed period, Sola Optima Recruitment Services (Pty) Ltd will credit the employer with a percentage (%) of the fee paid and re-invoice the employer for the replacement.

- 80% - if the applicant services are terminated within the first month (30 Days).
- 60% - before expiry of the second month (60 Days).
- 40% - before expiry of the third month (90 days).

However, should no replacement be employed, the balance will be held as a credit note for any future Sola Optima Recruitment Services (Pty) Ltd invoices.

3.5 When there is a difference in the amount of the invoices, such as between the original fee for a placement and where a new replacement is required at a different fee, credit notes will be issued to cover the difference and may be applied towards future placements either permanent or temporary

#### 4.

It is a term of this agreement that the employer agrees to pay Sola Optima Recruitment Services (Pty) Ltd placement fees should the employer, employ a candidate who has been introduced to the employer by Sola Optima Recruitment Services (Pty) Ltd, in any capacity i.e.: permanent, on a contractual basis, a temporary basis, a consultative basis, or in any other capacity whatsoever, agreed upon between you and the candidate.

**5.**

Should the employer introduce a Sola Optima Recruitment Services (Pty) Ltd referred candidate to any other company, subsidiary, or associate, the employer and/or the other company, subsidiary or associate will be liable to pay the applicable placement fee should the candidate be employed by any of the above mentioned.

**6.**

Should the employer refer any candidate through the services of Sola Optima Recruitment Services (Pty) Ltd to a third party, and in the event of the third party employing the candidate, then and in such an event the employer shall remain liable to Sola Optima Recruitment Services (Pty) Ltd for the full placement fee as if the employer had employed the candidate.

**7.**

Should the employer approach a member of the Sola Optima Recruitment Services' permanent staff with a job offer, or should a member of the permanent staff of Sola Optima Recruitment Services (Pty) Ltd refer themselves to the employer for a job, within six (6) months of the termination of his/her employment with Sola Optima Recruitment Services (Pty) Ltd, Sola Optima Recruitment Services (Pty) Ltd will invoice the employer as per our normal fee structure, and as per our terms and conditions of service as provided in this agreement.

**8.**

The employer shall be liable for all legal costs on the scale as between attorney and own client including collection charges incurred by Sola Optima Recruitment Services (Pty) Ltd in the receipt of fees and any other costs owing by you to Sola Optima Recruitment Services (Pty) Ltd.

**9.**

The address stated on the invoice for the employer will be deemed to be the domicilium citandi et executandi of the employer. Any letter, notice or process shall be validly sent to such domicilium as set out in the invoice.

**10.**

The employer agrees that interest will be charged on all overdue amounts from 30 (thirty) days onwards and interest will be charged at 2% (two percent) above the prime interest rate.

**11.**

Sola Optima Recruitment Services (Pty) Ltd cannot for the duration of this agreement be liable to the employer for false references provided by the candidate, however Sola Optima Recruitment Services (Pty) Ltd can only guarantee information as supplied by established organizations for criminal conduct investigations, Credit Bureau Information and qualification verification confirmations.

**12.**

Sola Optima Recruitment Services (Pty) Ltd will not accept any responsibility directly or indirectly for accidents in the workplace or work related accidents or any damages of any nature by the candidate willingly or unwillingly, locally or abroad, the employer indemnifies and holds Sola Optima Recruitment Services harmless against any claims whatsoever of the candidate in terms of any persons, equipment, vehicles, third parties, lives of persons or the company.

**13.**

The placement fee is calculated by taking the total cost to company (TCTC) which includes all fixed monthly allowances and any other TAX related benefits (if any) offered in addition to the fixed basic monthly salary of the candidate and the fees will be payable on a percentage of the annual total cost to company.

<b>% of Annualised CTC</b>	<b>Monthly CTC</b>	<b>Guarantee period</b>
<b>12 % up to</b>	<b>R 0.00 – R 18 000.00</b>	<b>90 days Guarantee</b>
<b>15 % from</b>	<b>R 18 001.00 – R 36 000.00</b>	<b>90 days Guarantee</b>
<b>20 % from</b>	<b>R 36 001.00 plus</b>	<b>90 days Guarantee</b>

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2015

Signed for and behalf of the Employer: \_\_\_\_\_

Name and Surname of Authorised Signatory: \_\_\_\_\_

Position Held: \_\_\_\_\_