



# Hospitality & Outdoor

## TERMS AND CONDITIONS

The terms and conditions herein shall be deemed to be exclusive and applicable to every transaction/agreement/contract entered between *Hospitality and Outdoor* and the client. Any variation thereof will only be binding if in writing, signed and authorised by *Hospitality and Outdoor*.

### 1. Recruitment services

- 1.1. The client hereby appoints *Hospitality and Outdoor* to provide recruitment services with the view of employing one or more suitable candidates introduced by *Hospitality and Outdoor* to the client.
- 1.2. If *Hospitality and Outdoor* submits a candidate, and the client has already received the same candidate through another platform or agency, the client must provide verifiable proof of the prior application. This proof should include relevant details such as the date of submission and the source of the application. If the client is unable to provide sufficient evidence, *Hospitality and Outdoor* reserves the right to proceed with representing the candidate. This ensures transparency and fairness in the recruitment process while maintaining the integrity of our services.
- 1.3. If a client hires any candidate introduced by *Hospitality and Outdoor*, it is the client's responsibility to notify *Hospitality and Outdoor* of the appointment. Failure to provide such notification will result in penalty fees as outlined in clause 2.5.
- 1.4. A candidate shall be deemed to be a person introduced by *Hospitality and Outdoor* to the client with the view of employment ("candidate").
- 1.5. No Criminal clearance checks will be conducted by *Hospitality and Outdoor*.
- 1.6. No Medical clearance checks will be conducted by *Hospitality and Outdoor*.

### 2. Service fees and placement conditions

- 2.1. The client agrees to pay the Service fees and on the terms set out below, to *Hospitality and Outdoor* in the event that the client employs a candidate.
- 2.2. Standard service fee for all placements by *Hospitality and Outdoor* is calculated on the Annual Total Cost to Company (CTC) package of the candidate and is as follows:

Permanent Placements	11 % of Annual Gross Salary
Short Term (Contractual) Placements	25 % of Monthly Gross Salary, per month for contract period

- 2.3. **Permanent Placements:** Fee settlement is expected on the commencement of service of the candidate with the Employer and must be paid within fourteen (14) working days after commencement of service of the candidate.
- 2.4. **Fixed/Short Term (Contractual) Placements:** First settlement is expected on the commencement of service of the candidate with the Employer and must be paid within fourteen (14) working days of commencement of service of the candidate. Each and every subsequent monthly fee is payable on or before the 7<sup>th</sup> day of each month, until the candidate's contract expire and/or terminates. *Hospitality and Outdoor* reserves the right to charge a placement fee on all short term/contractual



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placements, for a maximum period of 3 months, thereafter the placement will be seen as a permanent placement, and the balance of the placement will be charged.

- 2.5. *Hospitality and Outdoor* reserves the right to charge interest on late payments. Failure to pay within the prescribed fourteen (14) working days will render the guarantee per paragraph 3 below, invalid for the placement. Interest at the rate of 5% per month will be charged per month for all overdue accounts.
- 2.6. All refunds will be subject to a 10% administrative fee.
- 2.7. All fees are exclusive of Value-Added Tax ("VAT").
- 2.8. All fees are quoted exclusive of any bank charges, transfer fees, or applicable taxes. Should any such deductions be incurred during the payment process, the client is solely responsible for ensuring that the full invoiced amount is received by us, without any reductions. Any shortfall resulting from these deductions must be settled by the client in full to avoid delays or disruptions in service

### 3. Hospitality and Outdoors's Guarantee

- 3.1. NB: *Hospitality and Outdoor's* Guarantee is only applicable to permanent placements of candidates.
- 3.2. Should the candidate leave the service of the client within 90 days (Guarantee Period) of commence of employment, for any reason other than; Retrenchment, Sale of Business, Disablement, Death, Redundancy, Forced resignation, Unfair labour practice or Unfair dismissal, changes to Job description or content, change in company ownership, Life threatening disease, or for any reason other than those within the client's control, *Hospitality and Outdoor* will provide the client with a suitable replacement candidate (at no additional cost to the client).
- 3.3. The guarantee will only be deemed valid if the Service fee has been settled within the 14-day payment terms stipulated above.
- 3.4. *Hospitality and Outdoor* cannot guarantee a time limit for the replacement of the candidate and must be granted adequate time & opportunity to provide a replacement candidate. However, if the situation is not resolved to the satisfaction of the client, a credit to the value set out below will be made on the client's account.

#### 3.5. Guarantee Period

Employee leaves within 30 days	100% of placement fee
Employee leaves within 60 days	50% of placement fee
Employee leaves within 90 days	20% of placement fee

- 3.6. All applications for replacements and credit must be communicated in writing within 7 working days of the client receiving notice or becoming aware of the termination of the candidate's employment. .
- 3.7. No guarantees or credits will apply to Fixed/Short Term (Contractual) Placements.

### 4. General conditions

- 4.1. The client accepts that all information submitted on candidates are confidential and remains the property of *Hospitality and Outdoor*.



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- 4.2. *Hospitality and Outdoor* reserves a twelve-month exclusivity period over a candidate introduced to a client. The client agrees to notify *Hospitality and Outdoor* immediately of the employment / appointment of a candidate introduced by *Hospitality and Outdoor* within the exclusivity period and the value of the total taxable annual gross salary of the candidate. This applies to both permanent and short term/contractual placements. Normal Service fees will apply.
- 4.3. In the event that the client fails, refuses or neglects to communicate the candidate's annual gross salary, *Hospitality and Outdoor* will be entitled to calculate the service fee, for purposes of paragraph 1 or 3, on a market-related salary for a similar position in which the candidate is employed.
- 4.4. No information will be allowed to be shared with 3<sup>rd</sup> parties without written consent from *Hospitality and Outdoor* and/or the candidate. Both parties agree to at all times during the existence of this agreement, comply with the Protection of Personal Information Act 4 of 2013.
- 4.5. *Hospitality and Outdoor* will endeavour to request a minimum of two references per candidate.
- 4.6. *Hospitality and Outdoor* cannot guarantee any references, as we rely on honest feedback from the candidate and previous employers, we are therefore unable to indemnify the client for any misrepresentation, mis-disclosure or related by the candidate or his/her previous employers.
- 4.7. *Hospitality and Outdoor* will not be able to get references from current employers, without the permission of the candidate.
- 4.8. A candidate is informed in advance of *Hospitality and Outdoor's* CV submission to the client, and explicitly nominate *Hospitality and Outdoor* to act on their behalf with the client, the potential employer.
- 4.9. The client warrants that the final candidate selection is made by the client themselves.
- 4.10. The client shall be liable for all legal costs on attorney and own client scale, including collection charges in the recovery of any fees due to *Hospitality and Outdoor*, in terms hereof and for any other amount owing by the client. Legal costs will be due and payable by the client in the event of any steps taken by *Hospitality and Outdoor* in recovery of fees due in terms hereof, or any other amount which may become due to *Hospitality and Outdoor* as a result of this agreement.
- 4.11. The client acknowledges and guarantees that it complies with all statutory employment requirements as well as applicable labour and anti-discrimination legislation.
- 4.12. Employment of a *Hospitality and Outdoor* recommended candidate, or any candidate introduced to the client by *Hospitality and Outdoor*, are deemed to be acceptance of all of the Terms & Conditions contained herein.
- 4.13. **THE CLIENT AGREE AND WARRANT THAT ITS ASSET VALUE OR ANNUAL TURNOVER IS ABOVE R1,000,000.00 (ONE MILLION RAND).**
- 4.14. Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, All the provisions of this agreement shall be severable and no provision shall be affected by the invalidity of any other provisions of this agreement. If any provision of this agreement is held invalid or unenforceable, the offending provision will be severed from this agreement and the remainder of this agreement shall remain in full force and effect. The client hereby confirms that it understands, accept and agree to the above terms and conditions.