



HOSPITALITY AND OUTDOOR – TERMS AND CONDITIONS

These Terms and Conditions ("Agreement") shall be deemed exclusive and applicable to every transaction, engagement, or contract entered into between Hospitality and Outdoor ("the Agency") and the Client ("the Client"). Any variation shall only be binding if agreed in writing and signed by an authorized representative of the Agency.

1. Recruitment Services

1.1 The Client hereby appoints the Agency to provide recruitment services with the view of employing one or more suitable candidates introduced by the Agency.

1.2 If the Agency submits a candidate who has already been received by the Client through another platform or agency, the Client must provide verifiable proof of prior submission, including the date and source. If proof is insufficient, the Agency reserves the right to continue representing the candidate. This ensures transparency and fairness in the recruitment process while maintaining the integrity of our services.

1.3 The Client shall notify the Agency immediately upon employing any candidate introduced by the Agency. Failure to do so will result in fees as outlined in Clause 2.

1.4 A candidate is any person introduced by the Agency to the Client with a view to employment.

1.5 The Agency does not conduct medical checks as part of its standard recruitment service. Criminal and credit checks can be arranged upon the Client's written request, but only once the candidate has been formally selected and is confirmed for the position. Qualification checks, if requested, will be conducted solely for the candidate's highest qualification obtained from a recognised South African institution. Any such checks will be subject to the candidate's written consent.

The Client acknowledges that it remains solely responsible for ensuring that all required statutory pre-employment checks, verifications, and compliance obligations are completed in accordance with applicable legislation.

1.6 The Agency reserves a 12-month exclusivity period over candidates introduced. The Client must notify the Agency immediately of any appointment and the candidate's total annual gross salary. Fees will apply even if the candidate is hired directly. This applies to both permanent and short term/contractual placements. Normal Service fees will apply.



2. Service Fees and Placement Conditions

2.1 The Client agrees to pay the Agency's service fees in accordance with this Agreement if the Client employs a candidate.

2.2 Fee Structure:

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

Note: Annual Total Cost to Company (CTC) refers to the total annual value of all remuneration payable to the employee, including gross salary, benefits, allowances, and any other monetary or non-monetary compensation.

2.3 Payment Terms – Permanent Placements: Payment is due within 14 days of the candidate's start date. This is a once-off placement fee.

2.4 Payment Terms – Short Term/Contractual Placements: The first payment is due within 14 days of the candidate's commencement. Subsequent monthly payments are due by the 7th day of each month. If a short-term contract exceeds three (3) months, the placement will be treated as permanent for the purpose of fee calculation. Any short-term fees already received will be deducted from the total permanent placement fee.

2.5 The Agency reserves the right to charge interest at 2.5% per month on overdue accounts. Non-payment within the prescribed period invalidates any guarantee under Clause 3.

2.6 All refunds are subject to a 10% administrative fee.

2.7 All fees are exclusive of VAT, bank charges, transfer fees, or other applicable taxes. The Client is responsible for ensuring the Agency receives the full invoiced amount.

2.8 The Agency may suspend services until outstanding fees are settled.

3. Guarantee – Permanent Placements Only



3.1 Scope of Guarantee

The Agency provides a replacement guarantee for all permanent placements. This guarantee applies if the candidate leaves the Client's employment within **120 days of commencement of employment** ("Guarantee Period"), for any reason **other than** circumstances beyond the Agency's reasonable control or within the Client's operational discretion. Such circumstances include, but are not limited to:

- Retrenchment, redundancy, or sale of business;
- Disablement, death, or life-threatening illness;
- Forced resignation due to unfair labour practices or unfair dismissal;
- Changes to the job description, role content, or company ownership.

In all other cases, the Agency will provide a suitable replacement at **no additional cost** to the Client.

3.2 Guarantee Credit Table

If a candidate departs within the Guarantee Period, the placement fee credit is applied as follows:

Employee Leaves	Credit of Placement Fee
Within 30 days	75%
Within 60 days	50%
Within 90 days	20%
Within 120 days	10%

3.3 Six-Month Validity

Any approved fee credits, cash refunds, or replacement guarantees arising from a placement remain valid for **six (6) months from the candidate's termination date**. If a replacement is not secured or an approved credit is not utilised within this six-month period, the guarantee will lapse.

3.4 Conditions



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- The guarantee is only valid if all placement fees are paid within the terms specified in Clause 2.
- Replacement timelines are subject to candidate availability; the Agency will use reasonable efforts to provide a replacement within 30 days of notification.
- All requests for replacements or credit applications must be submitted in writing within 7 working days of the candidate's termination.
- The guarantee applies solely to the placement fees paid and does **not** cover any additional costs incurred by the Client, including recruitment-related expenses, training, relocation, or onboarding.

3.5 Exclusion

No guarantee applies to short-term or contractual placements.

4. Client Responsibilities and Liability

4.1 All candidate information submitted by the Agency is confidential and remains the Agency's property.

4.2 Failure to provide salary information allows the Agency to calculate fees based on a market-related salary for the role.

4.3 No information may be shared with third parties without written consent. Both parties will comply with the Protection of Personal Information Act 4 of 2013 (POPIA).

4.4 The Agency cannot guarantee the accuracy or completeness of reference information, as it relies on honest feedback provided by the candidate and their previous employers. Accordingly, the Agency cannot be held liable or indemnify the Client for any misrepresentation, omission, or mis-disclosure by the candidate or their former employers.

4.5 The Agency will endeavour to request a minimum of two references per candidate.

4.6 The Agency will not contact current employers without the candidate's permission.

4.7 Candidates nominate the Agency to act on their behalf in submissions to the Client.

4.8 Final Selection:



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The Client warrants that the final decision to employ any candidate rests solely with the Client. The Client is responsible for:

- a) Conducting all necessary interviews, assessments, and background checks;
- b) Ensuring candidates meet all job-related and legal requirements;
- c) Making the final decision to employ, engage, or reject any candidate.

The Agency shall not be liable for any claims, losses, or damages arising from the Client's decision or the candidate's subsequent performance.

4.9 The Client shall be liable for all legal costs incurred by the Agency in the recovery of any fees or amounts due under this Agreement. Such costs shall include attorney-and-own-client costs, collection charges, and any other expenses reasonably incurred in enforcing the Agency's rights. These costs shall become payable by the Client upon the initiation of any recovery action by the Agency.

4.10 The Client guarantees compliance with all statutory employment, labour, and anti-discrimination requirements.

4.11 Employment of any candidate introduced by the Agency constitutes acceptance of these Terms and Conditions.

4.12 The Client warrants that its annual turnover or asset value exceeds R1,000,000.00.(One Million Rand)

4.13 This Agreement does not authorize either party to act as an agent of the other.

4.14 Severability: If any provision is invalid or unenforceable, the remainder of the Agreement remains in force.

4.15 Either party may terminate this Agreement with written notice to the other party. Termination does not relieve the Client of its obligation to pay fees for any candidates already introduced by the Agency or for any services already performed. All outstanding fees shall become immediately due and payable upon termination.

5. Additional Protective Clauses

5.1 Limitation of Liability:

The Agency's liability in respect of any claim arising under or in connection with this Agreement, whether in contract, delict, or otherwise, shall be limited to the fees paid by the Client for the relevant candidate. The Agency shall not be liable for any indirect, consequential, special, or incidental damages, including but not limited to loss of profit, business interruption, loss of opportunity, or any other economic loss, even if the Agency has been advised of the possibility of such damages



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5.2 Force Majeure:

Neither party is liable for delays or non-performance due to events beyond reasonable control, including strikes, pandemics, natural disasters, or civil unrest.

5.3 Governing Law and Dispute Resolution:

This Agreement is governed by South African law. Any dispute will first be referred to mediation before court proceedings.

5.4 POPIA Compliance:

The Agency will process candidate information in accordance with POPIA. The Client agrees to use such information solely for employment consideration.

5.5 Intellectual Property:

All CVs, assessment reports, references and recruitment materials remain the property of the Agency and cannot be reproduced or shared without written consent.

5.6 Amendments

Any amendments or variations to this Agreement must be in writing and signed by an authorized representative of both parties. No verbal agreements or understandings shall be binding.

By engaging the Agency's services, the Client acknowledges that they have read, understood, and accepted these Terms and Conditions.

5.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions, agreements, or representations, whether written or oral.

Client Name:

Designation:

Client Signature:

DATED AND SIGNED AT _____ ON _____ DAY OF
_____ 2026.