



SAFARISTAFF INTERNATIONAL
training & recruitment solutions

DIRECTIVE OF AGREEMENT

AGENT CONSULTANCY AGREEMENT

Between

New Client (TBC)

And

**Safaristaff International LTD (SSI) "the
Company"**

Consulting Project:

Recruitment

Whereas:

- A. SSI carries on business as Recruitment Consultants.
- B. The client wishes to appoint SSI to carry out the service of placement of xxx **(POSITIONS)**.
- C. The client has agreed to use SSI services as described in and on the terms and conditions contained in this Agreement.
- D. The parties wish to record their Agreement in writing.

Dave Southwood whatsapp- +44 7411419575 / safaristaff1@gmail.com
Nico van Zyl + 44 7849911362/ nico@safaristaff.com
Safaristaff International Ltd
Portsmouth, United Kingdom, PO89EA.

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. "Client" means an employer as defined in the Act;
- 1.2. "Safaristaff International," means the company as agent providing the services or any of its associated divisions, companies or close corporations.
- 1.3. "Conditions" means the Terms and Conditions of Trade contained herein;
- 1.4. "Fee" means the fee payable to Safaristaff International by the Client, upon such Client having employed an Applicant, pursuant to the acceptance of the terms and conditions and/or a proposed product and service offering, and the introduction of such Applicant to such Client by Safaristaff International;
- 1.5. "Introduction" means the solicited or unsolicited introduction of an Applicant to the Client by Safaristaff International, by means of *inter alia*:
 - 1.5.1. The furnishing of a personal profile, résumé, or curriculum vitae pertaining to the Applicant, to the Client, at the request of the Client;
 - 1.5.2. The setting up by Safaristaff International of an interview between the Applicant and the Client;
- 1.6. An acceptance of the terms and conditions and/or a proposed product and service offering in writing or electronically, will be deemed acceptance of these terms and conditions by the Client
- 1.7. "Salary", "annual salary" or "total cost to company" means the total annual package to be received by an Applicant from an employer pursuant to an employment contract between them, and may include basic salary, non-discretionary bonuses, 13th cheques, company and individual contributions in respect of medical aid, pension and provident funds and such-like, travel allowances, subsidised housing or the provision of accommodation, billable hours, sign-on bonuses, restraint of trade payments and any and all other benefits.
- 1.8. "Employment" means all and any work of whatsoever nature or description undertaken and carried out by an Applicant on behalf of a Client and whether such work is undertaken by such Applicant in his personal capacity or in a representative capacity and without derogating from the generality of the foregoing, undertaken on behalf of a corporation, company, partnership or association.
- 1.9. "Employment" means the employment of an Applicant where the Applicant is employed on a temporary or contracting basis, and shall be deemed to be "employed" from the first date of physical commencement of employment irrespective of the terms of employment entered into between the Applicant and Client including, but not limited to, periods of probation.

2. CALCULATION OF FEES DUE IN RESPECT OF PLACEMENTS

- 2.1. Upon acceptance of Permanent Employment by the Applicant and signing of an offer of employment from the Client (contract exceeding 12months, ie. Permanent employment), the Client will be issued with an invoice for the amount based on 10% agreed upon prior to contract of the Applicant's Total Cost to Company per annum, or of such a fee as has been previously negotiated and agreed to by both parties. The Client shall effect immediate payment to Safaristaff International ultimately no later than the provisions set out in Clause 3.1.1.
- 2.2. Upon acceptance of Contract Employment by the Applicant and signing of an offer of employment from the Client (contract less than 12months), the Client will be issued with an invoice for the amount based on 25% of the Applicant's Total Cost per Hour for the duration of the contract, or of such a fee as has been previously negotiated and agreed to by both parties. The Client shall effect immediate payment to Safaristaff International ultimately no later than the provisions set out in Clause 3.1.1.
- 2.3. In the event that any Applicant is employed by a Client in the circumstances envisaged in clause 2.1 and such Applicant does not commence employment with the Client for any reason due to the Client's liability or refusal for whatsoever reason to allow the commencement of such employment, in such event the full fee will be payable to Safaristaff International in accordance with the provisions of clause 3.1, had such Applicant commenced employment.
- 2.4. In the event that any Applicant is employed by a Client in the circumstances envisaged in clause 2.1 and such Applicant does not commence employment with the Client for any reason due to the Applicant's liability, Safaristaff International will endeavor to source a replacement Candidate for consideration by the Client, for the same position and at the same rate of remuneration. Alternatively,

Safaristaff will pass a credit note in an amount equivalent to 100 % of the Placement fee, which Credit Note will be valid for a period of 12 months.

- 2.5. The onus of ensuring that an invoice is received by the Client in sufficient time to timeously perform its obligations in terms of this clause 3, shall at all times vest with the Client. ALL FEES ARE EXCLUSIVE OF VAT, AND WITHHOLDING TAXES, UNLESS PREVIOUSLY ARRANGED AND AGREED TO DIFFERENTLY.

3. Safaristaff International GUARANTEE OPTION AND LIABILITY FOR FEES

- 3.1. Safaristaff International will provide a guarantee in respect of Candidates sourced by it, subject to the following provisions:
- 3.1.1. The full placement fee being paid within 7 (SEVEN) days of Applicant commencement date; and
- 3.1.2. Written notification being addressed to Safaristaff International within 3 months of the commencement date of the Candidate with the client of:
- 3.1.2.1. The candidate being dismissed for incompetence; or
- 3.1.2.2. The institution of proceedings against the Candidate for incompetence and written notice of the institution of such proceedings having been received by Safaristaff International within seven days of the commencement of those proceedings.
- 3.1.3. Safaristaff International will endeavor to source a replacement Candidate for consideration by the Client, for the same position and at the same rate of remuneration. Alternatively, Safaristaff International will pass a credit note in an amount equivalent to 100% of the Placement fee, which Credit Note will be valid for a period of 12 months.
- 3.2. This guarantee will not be applicable in the case of retrenchment, redundancies or unfair dismissals.
- 3.3. In the event that a Client accepts the terms and conditions and/or a proposed product and service offering, and employs an Applicant introduced to such Client by Safaristaff International at any time within a period of 12 (TWELVE) months from the date of such introduction, regardless as to whether or not the employment of the Candidate arose directly or indirectly out of the introduction of the Candidate, then nevertheless, the employment of the Applicant shall be deemed to have come about as a result of Safaristaff Internationals' introduction, and Safaristaff International's fee payable in terms hereof by virtue of such introduction shall be paid within fourteen days from the date of receipt by the Client of Safaristaff internationals' invoice.
- 3.4. In the event that Safaristaff International introduces an Applicant to the Client, which Applicant has been interviewed by such Client on an occasion prior to the introduction of the Applicant to the Client by Safaristaff International, and such Applicant is employed by the Client subsequent to such introduction, then the employment of the Applicant shall be deemed to have come about as a result of Safaristaff International introduction and Safaristaff International's fee payable in terms of hereof by virtue of such introduction shall be paid within fourteen days from date of receipt by the Client of Safaristaff International invoice.
- 3.5. In the event that the Client furnishes any third party with any information relating to an Applicant introduced to the Client by Safaristaff international, or in the event that a Client refers or introduces an Applicant introduced to the Client by Safaristaff International, to any third party, and in either of those events the third party employs the Applicant, or causes the Applicant to be employed by any other party within a period of twelve months from the date of the furnishing of such information or referral or introduction by the Client, then the Client shall be liable to effect payment to Safaristaff International of such fee as would have been payable to Safaristaff International in terms hereof, had the Client employed the Applicant.

4. CONFIDENTIALITY

In order to protect the confidentiality of our Applicants, no Client may contact or in any way approach the past or present employers of Candidates without the prior written consent of Safaristaff International

having been sought and obtained. The Client shall be liable to Safaristaff International in the event of a breach of the provisions of this clause.

5. WAIVER AND INDEMNITY

Safaristaff International undertakes to make every reasonable enquiry and endeavor to verify any information provided to them by candidates but cannot be held liable for any damage or loss sustained as a result of misrepresentations, omissions or false information provided by the Candidate. In addition, Safaristaff International cannot be held liable for any loss or damage suffered by the Client as a result of or arising out of the Candidate's employment with the Client.

6. INVITATION TO INTERVIEW FOR CANDIDATES LIVING ABROAD OR ANOTHER COUNTRY:

In the event where the candidate is abroad, and, should the client insist on an on-site interview, the costs of international flights and all travel arrangements will be the responsibility of the client on behalf of the candidate.

Arrangements can be made with the successful candidates to claw back the expense if the client wish to do so.

7. VISA AND WORK PERMITS' RELATED REGIONS

In countries where candidates are subject to working permits and relevant visas the following apply:

A total of 40% of the final placement fee will be invoiced to the client on the day that the applicant accepts the offer in writing and the payment will be due no later than 7 days from the day the candidate starts his/her employment with the client.

A total of 60% of the final placement fee will be invoiced to the client and the payment will be due no later than 90 days from the day the candidate starts his/her employment with the client.

The final invoice will be due irrespective of whether the applicable and relevant visas or work permits have been obtained or not. Safaristaff International will not be responsible for the successful application process of visas or work permits associated with the relevant regions and countries. Outstanding moneys will be due. Successful visa and work permit processes remain the responsibility of the client.

In the case where no visa or work permit is required, whether by default in terms of candidates' residency status or whether in countries that do not require visas or permits, 100% of the final placement fee will be due no later than the applicable days from the day the candidate starts his/her employment with the client.

Alternatively, and by means of prior written consent, and agreement between the client, Safaristaff International and the candidate, the candidates' starting date shall reflect the date on which permits and working visas are predicted to be issued and candidate shall only start on the date that permits' and visas are made available.

8. GENERAL

No variation, alteration or cancellation of these terms and conditions shall be of any force of effect unless reduced to writing and signed by the parties or their duly authorized representatives. No relaxation or indulgence which Safaristaff International may show a Client shall in any way prejudice or be deemed to be a waiver of Safaristaff Internationals' rights hereunder. Safaristaff International and the Client consent to the jurisdiction of the Magistrate's Court in respect of any matters incidental to or arising out of the provisions hereof notwithstanding that the value of the matter in question may exceed the jurisdiction of such Court. Safarsitaff International may however at its sole option, institute action out of any appropriate division of the High Court of associated county. All legal costs and disbursements on the Attorney and Client scale incurred by Safaristaff International in *inter alia* tracing a Client and in collecting or endeavoring to collect all or any amounts payable by Client to Safaristaff International in terms hereof or otherwise, and all collection commission and all other fees and charges, shall be for the account of the Client. A certificate under the hand of any Director of Safaristaff International in respect of indebtedness of the Client to it, or in respect of any other fact, shall be *prima facie* evidence of the Client's indebtedness to Safaristaff Africa and *prima facie* evidence of such other fact. In the event that any amount payable by a Client to Safaristaff International is not paid promptly on due date (30 days from date of invoice), then in addition to any other remedies afforded to Safaristaff International such amount shall attract interest at a rate equal to two percent over the prime rate charged by Safaristaff International bankers.

I have read and understood the above Terms and Conditions and accept them as binding.

Signed for (company name): _____

Name of authorized signatory: _____

Date: _____

An acceptance/continuance of a proposed product and service offering (ie. Interviewing/appointing any Applicants proposed to the Client by Safaristaff International), will be deemed acceptance of these terms and conditions by the Client, null and void receipt of signed terms and conditions by Safaristaff International.