

ACCEPTANCE of TERMS

By contacting or engaging with TRS and providing a basic job description (s) of the positions (s) to be filled, the client will be deemed to have accepted to be legally bound by the terms and conditions set out herein forthwith and it is understood that the client:

- Engages TRS to provide Candidate CV's to be considered for employment,
- By employing a TRS recommended candidate or applicant would constitute an acceptance of said terms & conditions including acceptance to pay for services rendered.
- Has the authority to enter into such an agreement on behalf of their company.
- Upon acceptance of these terms and conditions, understood and agree that these terms are irrevocable and can only be amended with written consent of TRS.

CHANGES TO THIS AGREEMENT

TRS reserve the right, in our sole discretion, to amend these Terms at any time, in any way and from time to time. TRS will publish the amended Terms on this Website. These amendments shall come into effect immediately. It is the client's responsibility to review these Terms regularly and to ensure that the client agree with any amendments to these Terms.

THE TRS MANDATE PROVIDES THE FOLLOWING SERVICES:

- a) Obtaining full job specifications from the Client
- b) Sourcing suited applicants via various advertising mediums
- c) Interviewing the applicants via telephone, Skype or any electronic means deemed necessary
- d) Reference checking the applicant based on previous employment (work performance and conduct)
- e) Short listing the applicants, drafting a thorough CV and referring the CV's to the Client for consideration
- f) TRS shall arrange interviews once the Client has advised which Candidates are most suited to the position
- g) The Client is required to draw up an offer and submit it to TRS, after which TRS will notify the Candidate.
- h) The placement shall be considered complete once the Candidate accepts and signs the offer, thereby ending the TRS mandate.
- i) TRS shall then proceed to invoice the Client for services rendered as per the fee structure indicated below. Invoice will be dated as per candidate's commencement date.

TRS SERVICES EXCLUDES THE FOLLOWING:

- Under no circumstances are cash refunds applicable. TRS adhere to a strict no-refund policy in terms of the invoiced fee once a placement is deemed to be successful according to point (h) stated above.
- TRS do not offer Part Time or Fix Term contract placements, and will only consider these types of contracts in extraordinary circumstances and subject to Director's approval.
- TRS do not conduct criminal or credit checks. We rely on the candidate to provide true and correct information on their references and CVs/Resumes submitted and therefore cannot be held responsible in those cases where false information was provided. The Client will indemnify TRS for any incorrect information received.

SUBMISSION OF RESUMES:

It is the Client's responsibility to advise TRS of duplicate CVs received by alternate sources within 48 hours of receipt from TRS. Further, documentation proving prior communication with the Candidate(s) in question will be required for continued service from TRS. This applies to all Candidates submitted by TRS, for any position. Failure to provide notification and/or documentation within said time frame will obligate the Client to TRS for payment of earned placement fees regardless of alternate source of Candidates.

PLACEMENT FEES:

Please contact TRS and we will send you the current fee structure for the service you require

PAYMENT TERMS

- Payment is due within 10 days of the Candidates commencement date.
- TRS reserves the right to add a surcharge of 10% of the total amount on all outstanding accounts following the allowed 10 day period within the first month. Thereafter a surcharge of 15% of the total amount will be added to all outstanding accounts. By which time TRS will initiate collections procedures and court action if necessary on all outstanding accounts.
- In the event that TRS instructs its attorneys to institute legal proceedings against a client, the client shall be liable for attorney's legal fees on the scale as between attorney and client, collection commission, tracing fees and the like.

GUARANTEE:

TRS do offer a Replacement Guarantee free of charge. The guarantee period, which consists of three (3) calendar months, will take effect from the date the appointed Candidate commences employment as stipulated by their employment contract, a copy of which will be provided to TRS. To qualify for the guarantee, full payment must be received within 10 days of invoice date. The guarantee will automatically be deactivated if payment doesn't reflect in the TRS account within the allowed payment time period. Should the employer during the guarantee period utilise an alternative recruitment agency to fill said position, then it is explicitly agreed that a breach of this clause has occurred and accordingly the warranty referred to here, shall immediately become null and void. All obligations on the part of TRS shall be construed as having been fully satisfied.

The TRS replacement guarantee will not apply should:

- a) The employee be retrenched by the company or company restructuring
- b) The company closes or relocates
- c) The company commits any form of unfair labour practice when terminating the contract of employment - whether it be for misconduct or poor work performance
- d) In the event of the employees death or health issues
- e) The company fail to comply with the terms and conditions as stipulated within this agreement

The TRS replacement guarantee applies if:

- a) The employee is dismissed due to poor work performance. This must be established via a fair disciplinary enquiry and in accordance with the Labor Relations Act (LRA) or Basic Conditions of Employment Act (BCEA) and proof of such action is provided to TRS.
- b) The employee resigns, of their own accord, within the guarantee period, and by no fault or conduct of the company or any of its members and personnel.
- c) The employee is dismissed as a result of misconduct – this must be established via a fair disciplinary enquiry.

- d) Only one replacement is applicable per placement, and must be similar in job description, salary bracket and/or location, before any such replacement will be considered. It is the Client's responsibility to inform TRS in writing regarding the date and reasons for termination within one week (7 days) of separation from employer to be eligible for a replacement Candidate.

DEFERRED HIRINGS:

- a) Should the Client postpone a hiring decision and a Candidate recommended by TRS be employed within twelve (12) months of the referral date, the recruitment fee will be invoiced in full and all terms and conditions will apply.
- b) In the extraordinary event that TRS allow for a part time or fixed term contract placement, such cases where the Candidate returns to work for a Client after the initial employment period, within one year from the original referral, the pro rata fee shall be due. Clients failure to inform TRS within 2 weeks of employment or re-employment of a TRS Candidate shall impose all standard fees to apply and will incur a 25% surcharge.

LETTER OF APPOINTMENT:

TRS requires that a letter of appointment, detailing the employment commencement date, position title, remuneration package and accompanied by a full job description, be submitted to TRS. The letter will be forwarded to the Candidate for signature and confirmation of acceptance.

INDEMNITY:

TRS gives no warranty to the skills or ability of the Candidate to perform any specific duties. While every effort is made to carefully select Candidates, TRS shall in no event be liable for any damages whatsoever, including without limitation special, indirect, consequential, or incidental damages, injuries, loss of revenues or profits to persons or companies resulting from the introduction or employment of Candidates referred by TRS.