



# Econo Recruit

Terms and Conditions of Econo Recruit in respect of the introduction and placement of candidates

## 1. Definitions

- 1.1 "Candidate" means the individual introduced to and/or placed with the Employer by Econo Recruit;
- 1.2 "Employer" means the company, partnership, close corporation, institute or person, or any branch, division, subsidiary, associates or holding company thereof, to which Econo Recruit has introduced and/or places a Candidate;
- 1.3 "Introduction" means the forwarding of CV's or setting up of interviews from potentially suitable candidates
- 1.4 "Control" means the control as defined in the Companies Act, 1973 (as amended).

## 2. Fees, Guarantee and Rebate

- 2.1 Provided the introduction and/or placement is paid within 14 (fourteen) days of commencement of the Candidate's employment with the Employer, being the date upon which aforementioned fee is earned, Econo Recruit guarantees the technical suitability of the Candidate for the position during the guarantee period. Should the introduction and/or placement fee not be paid within 14 (fourteen-day) period, the guarantees and/or rebates do not apply and fall away.

- 2.2 The fee and guarantee period is as follows (open to negotiations):

<b>Fee</b>	<b>Guarantee Period</b>
<b>12%</b>	<b>90 Days</b>
<b>6%</b>	<b>No Guarantee</b>
Minimum fee for placements in the case of Sales Personnel, with a salary based on commission only, is R3000.00 (Three Thousand Rand)	

- 2.3 The above fees shall include all normal advertising costs. However, should any specialist or display advertising be commissioned this shall be for the Employer's account subject to the condition that such expenditure is authorised by the Employer.

- 2.4 Should the introduced/placed Candidate resign or be dismissed from the Employer's employment during the guarantee period on technical competency grounds, then Econo Recruit will replace this particular Candidate as per the original job specifications with no further introduction fee payable, provided that Econo Recruit has been notified within 48 (forty eight) hours.

- 2.5 If Econo Recruit is unable in its sole and absolute discretion to replace the Candidates within 30 (thirty) days then it shall offer the Employer the following rebates (applicable to certain fee/guarantee options only) :

<b>Date of Termination</b>	<b>Refund</b>
<b>First 30 days from commencement date</b>	<b>60%</b>
<b>31 - 60 days from commencement date</b>	<b>50%</b>
<b>61 - 90 days from commencement date</b>	<b>40%</b>

- 2.6 No rebate or fee replacement will apply in the event of the placed Candidate being retrenched, transferred or seconded by the Employer.

- 2.7 No rebate of fee replacement will apply in the event that the Candidate's conditions of employment or terms of service are significantly altered in any way.
- 2.8 Econo Recruit's introduction and/or placement fee is based on a percentage of the Candidate's total annual remuneration package including all fringe benefits and allowances. Econo Recruit will confirm this percentage in writing prior to forwarding Candidate's to the Employer for consideration.
- 2.9 The Employer shall not be entitled to claim set-off or deduction in respect of any payment due by the Employer to Econo Recruit for its services.
- 2.10 Econo Recruit may appropriate all payments made by the Employer to such accounts, as it in its sole and absolute discretion may decide.
- 2.11 Econo Recruit shall, at its options and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such Court.
- 2.12 The Employer shall be liable for all legal costs as between attorney and client, including collection charges, incurred by Econo Recruit in the recovery of fees and/or any other amount owing by the Employer.

### **3. Damages**

- 3.1 Econo Recruit shall not bear any liability whatsoever for any damages suffered by the Employer as a result of the introduction and/or placement of the Candidate or any act or omission of the Candidate whilst employed by the Employer, howsoever arising.
- 3.2 While Econo Recruit will generally endeavour to obtain employment references, as well as credit and/or criminal clearances, where appropriate, on Candidates introduced to the Employer, Econo Recruit does not bear any liability whatsoever for the failure to obtain or the accuracy of such references or clearances.

### **4. Introduction/Placement of candidates**

- 4.1 Any Candidate introduced to the Employer by Econo Recruit who is engaged in any capacity whatsoever by the Employer or a company or other Employer as defined, over which it has control, arising out of the aforementioned, within a period of 12 (twelve) months from the date of first introduction to the Employer, shall be deemed to have been introduced by Employer by Econo Recruit and Econo Recruit will be entitled to be paid the full introduction/placement fee in respect of such a Candidate(s).
- 4.2 After the final introduction of the Candidate the Employer may not employ/contract with that Candidate, within a twelve month period, through any third party to avoid payment of the introductory fee to Econo Recruit. In such circumstances the employment/contracting of the Candidate(s) shall entitle Econo Recruit to payment of an introductory/placement fee as provided in 2.2
- 4.3 Econo Recruit is reliant upon the Employer's accurate and detailed information pertaining to any vacant position and should such information be incorrect, Econo Recruit cannot be held liable for any such loss incurred as a consequence of placing an inappropriate Candidate.
- 4.4 If the employment of a Candidate engaged through Econo Recruit is terminated due to an act over which Econo Recruit had no control and not due to the fault of the Candidate, for example, if the Employer's business or company is sold to a new owner who has his own personnel, then the full fee referred to in clause 2.2 hereof will be payable. Further in the event that the candidate leaves within 3 (three) months of employment due to head-hunting or change in management or job description, the full fee referred to in clause 2.2 shall be payable.
- 4.5 It is Econo Recruit's code of ethics not to source (head-hunt) the staff of its clients whether or not previously introduced by Econo Recruit. However, Econo Recruit reserves the right to represent any members of its client's staff who approached Econo Recruit directly or indirectly of his/her own accord

**5. Candidate's Confidentiality**

- 5.1 The Employer agrees that all information concerning the Candidate as furnished by Econo Recruit shall be treated in the strictest confidence and shall not be divulged by the Employer to anyone without Econo Recruit's written consent.
- 5.2 Should the Employer make any such confidential information available to any third party as a result whereof the Candidate is appointed by such third party and no fee is payable to Econo Recruit, then the Employer shall be liable to Econo Recruit in respect of damages in an amount equivalent to the fee that Econo Recruit would have earned had it introduced the Candidate to that third party.

**6. Terms of Service and Termination**

This agreement takes effect on the date of signature by the parties and may be terminated by either party by giving the other party written notice of not less than 30 days and still taking into account point 4.1 & 4.1.

**7. Relationship of Parties**

The relationship of the Parties shall be governed by the terms of this Agreement and nothing contained herein shall be deemed to constitute a partnership, joint venture of the like between them and neither shall they by reason of the actions of any of them incur any personal liability as co-partners to any third party and none of them shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of a partnership, joint venture or the like as aforesaid.

**8. Variation**

The conditions contained herein constitute the entire contract between Econo Recruit and the Employer and no variations of this Agreement shall be of any force or effect unless reduced to writing and signed by an authorised official of both parties.

**9. Indulgence**

No concession, indulgence or extension of time that may be allowed by Econo Recruit to the employer shall under any circumstances be deemed to be a waiver of Econo Recruit's right in terms of this agreement.

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**Signature of acceptance**  
 (Who hereby warrants that they are authorised to sign on behalf of the Company/Employer)

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**Employer/Company Name**

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**Full Name & Designation**

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**Date**

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**For and on behalf of Econo Recruit**

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**Date**

**Econo Recruit**

*Efficient, affordable and reliable*

Renate Bussiahn

Principal Agent

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