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Recruitment Advisors

Website | www.whmrecruitment.co.za • Reg. nr | 2014 / 049853 / 07

TERMS AND CONDITIONS

I, the Customer, hereby agree to the following credit terms and conditions in connection with my application for credit terms from WHM Recruitment Advisors. I, the Customer, agree as follows:

1. WHOLE AGREEMENT AND ACCEPTANCE

- 1.1 The Customer agrees that these terms and conditions:
 - 1.1.1 represent the entire agreement between the Customer and WHM Recruitment Advisors and that no alterations or additions to them may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of WHM Recruitment Advisors;
 - 1.1.2 will, in the absence of any other agreement, govern all future contractual relationships between the parties;
 - 1.1.3 are applicable to all existing debts between the parties;
 - 1.1.4 are final and binding and are not subject to any suspensive or dissolutive conditions;
 - 1.1.5 expressly exclude any conflicting terms and conditions stipulated by the Customer;
 - 1.1.6 supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by WHM Recruitment Advisors;
- 1.2 These terms and conditions become final and binding on receipt of the acceptance by WHM Recruitment Advisors at its business address.

Because you are...

2. PERM PLACEMENT FEE STRUCTURE

Listed below is the current fee structure based on the candidate's annual Total Cost to Company remuneration. The fee structure is Value Added Tax (VAT) exclusive.

Fee Percentage	Guarantee Period
15 %	90 Days
12.5 %	60 Days
10 %	30 Days

WHM Recruitment Advisors reserves its right to renew its pricing structure in accordance with market, economic and other relevant circumstances.

- 2.1 Placement fees are negotiated according to client needs.
- 2.2 Once off payments or easy payment terms (3 months) for fees more than the value of R30 000 (Thirty Thousand Rand) shall be negotiated upon acceptance of our standard terms and conditions and recorded herein.

Negotiated Placement Fee: _____

Payment Term (Months): _____

Because you are...

3. GUARANTEE PERIOD FOR PERMANENT PLACEMENTS

- 3.1 The guarantee period is validated on receipt of payment of our invoice, on or before the seventh day from the date of invoice. The guarantee covers the client in the event of the employee leaving the employ of the client for any reason other than death, disablement, retrenchment or unfair dismissal.
- 3.2 Should the employee leave the employment of the client for any reason other than listed above WHM Recruitment Advisors will replace the employee free of charge by recruiting a replacement, up to a replacement recruitment fee to the limit of the original placement fee.

4. INTRODUCTORY FEE

- 4.1 In the event of the candidate being offered and accepting any work through WHM Recruitment Advisors, then the client will be charged a fee as per section 2 Above.
- 4.2 In the event of any employee of WHM Recruitment Advisors forwarding their own curriculum vitae for any vacancy within the client's organization and successfully being employed, WHM Recruitment Advisors will then be entitled to invoicing an introductory fee and the client's organization agrees to paying the fee as per 2 Above.

5. PAYMENT OF INVOICES

- 5.1 All invoices are payable 7 (seven) days from date of invoice.
- 5.2 Should the fee structure be reduced, payment within 7 (seven) days from date of invoice is essential in order to remain the discounted amount and guarantee period.
- 5.3 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by WHM Recruitment Advisors, reduced to writing and signed by the Customer and a duly authorised representative of WHM Recruitment Advisors.
- 5.4 Cheques will only be accepted as a means of payment if prior written arrangements have been made with WHM Recruitment Advisors management.
- 5.5 Customers paying by cheque are required to produce a valid South African identity book or passport, and all cheques shall be subject to clearance by Vericheque.
- 5.6 The Customer shall be liable for any fees incurred by WHM Recruitment Advisors with regard to dishonoured cheques and all dishonoured cheques shall be listed with Vericheque and all credit bureaus.
- 5.7 The Customer agrees that in the case of late payment, interest shall be payable to WHM Recruitment Advisors on the overdue monies which shall be calculated at the prime overdraft rate of WHM Recruitment Advisors's bankers plus five percent from the date of invoice.
- 5.8 The Customer agrees that if an account is not settled in full within the period agreed in clause 5.1 above, WHM Recruitment Advisors is:
 - 5.8.1 entitled to institute action immediately against the Customer at the sole expense of the Customer; or
 - 5.8.2 A credit approved customer will forthwith lose this approval when payment is not made

Because you are...

AGREEMENT TO TERMS AND CONDITIONS

(By signing these terms and conditions, the signatory warrants that they possess the authority to sign on behalf of the company.)

Signed at _____ on this _____ day of _____ 20 ____

Company Name:

Signature (Authorised Representative):

Full Name and Surname:

Designation:

VAT Registration:

Physical Address:

Postal Address:

Because you are...