



“Integrity, Professionalism, Service”

## TERMS AND CONDITIONS OF BUSINESS

These terms of business are entered into between \_\_\_\_\_ (Hereafter referred to as ‘the Client’) and **HOSPITALITY PLACEMENTS** (hereafter referred to as ‘the Agent’).

Introductions are confidential and the interviewing of an applicant by the Client will be deemed to be an acceptance of the Terms and Conditions of Business set out herein.

1. Our engagement fee for staff recruitment is based on a fee of the first year’s salary on a contingency basis.
2. **FEE SCHEDULE FOR PERMANENT PLACEMENTS AT \_\_\_\_\_ IS AS FOLLOWS:**  
ALL PLACEMENTS **12.5 %** x Annual remuneration including benefits (excl. VAT)
3. Special discount may be negotiated for payment received within 7 days of commencement as clause 2. **SEE BELOW**
4. Fees are due for payment within 14 days of the commencement of employment unless other arrangements for Hospitality Placement clients are already in existence. Failure to settle in full within 30 days will render to replacement provision outlined in Clause 5 - **void**. The Agent reserves the right to add a surcharge of 3% per month (36% annually) on all accounts outstanding after 30 days.
5. Should the engagement be terminated within 90 days, either by the applicant or by the Client by reason of unsuitability of the applicant for the job for which the applicant was employed, then **the agent will replace the candidate at no extra cost**. (no guarantee will be given for a replacement). This is provided that the fee has been paid within 14 days from the date of invoice and that the Client notifies the agent in writing within 7 days of the termination of the employment. Otherwise the date of notification will be deemed as the date of termination for replacement purposes.
6. (A) Introductions by the Agent to the Client are confidential and in the event of an Applicant being engaged by another employer as a result directly or indirectly of an introduction to that employer by the Client then the Client shall be liable for the fees as set out in Clause 2. **This clause covers a period of 18 months**  
  
(B) Where an applicant is initially rejected by a client and subsequently employed by that company in any capacity, within a 18 month period after the initial introduction date, the client company shall be liable for the full fee resulting from such employment, as if the rejection had not occurred.
7. The Agent makes every effort to ensure a high standard of technical competence, integrity and reliability but clients should satisfy themselves as to the suitability of applicants for any position, and in no circumstances can the Agent accept responsibility for any loss, expense, damage or delay however occasioned, resulting from an introduction.
8. The Employer will be responsible for taking up references, the confirmation of professional and academic qualifications and ascertaining the suitability of any potential employee and for obtaining any work or other permits required. (Hospitality Placements takes every step possible to ascertain a candidate’s competence, personality & potential for a specific employer – our own detailed industry checks are made for this purpose).
9. Where an extensive search agreement has been agreed by the Employer and for whatever reason the Employer decides not to proceed with the final placement, then one third of the estimated fee will become immediately due and payable.
10. This contract is specific to the position (s) listed at the foot of this page. Hospitality Placements reserves the right to renegotiate these terms at the commencement of new searches on an individual basis.

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CK 1999/067100/23 Members: Jason Olive, Vanessa Olive



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**For and on Behalf of:**                    **HOSPITALITY PLACEMENTS**

**Authorised Consultant:**            **JASON OLIVE**

**Date: October 2014**

**For and on Behalf of the client:**    \_\_\_\_\_

**Authorised Person:**                \_\_\_\_\_

**Date: October 2014**

**ALLOWED DISCOUNT:    ??**

**POSITION(S) APPLICABLE: *ALL***