



## PROFESSIONAL SERVICE AGREEMENT

Between

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("The Client")

And

**Afropulse 89 Pty Ltd t/a Clydesdale Cargo and Personnel Management**

("The Contractor")

### PREAMBLE

Clydesdale Cargo & Personnel Management conducts staff placement assignments for clients and charges a placement fee in return for its services. Clydesdale Cargo & Personnel Management will invoice on completion of each assignment. An assignment is deemed to have been completed (and a placement fee to have been incurred) once our client and candidate have concluded an employment contract, and our candidate has commenced employment. In all activities associated with permanent or contractual appointments, Clydesdale Cargo & Personnel Management acts in the capacity as AGENT and is not deemed to be the employer of the Candidates referred for permanent or contractual positions.

### 1.FEES:

1.1 Fees for permanent placements are based on a percentage of the total annual remuneration package offered to the Candidate. The percentage fee is calculated at 15% of the total annual remuneration package offered to the Candidate.

1.1.1 Payment in respect of recruitment assignments, and all other services, is due within 30 days of Candidate employment start date assignment completion, in order to validate our guarantee. Should our client be deemed a "cash client" then payment is to be made before the placement of the candidate.

1.2 Fees for placing Candidates on a 'Working Interview' will be calculated on an hourly basis, charged weekly and payable strictly within 7 days of date of invoice.

1.2.1 Should a Candidate referred to in 1.2 above be appointed to a permanent position, fees in terms of 1.1 will become due and payable.

1.3 ENGAGEMENT / RE-ENGAGEMENT Clydesdale Cargo & Personnel Management entitlement to claim placement fees from the Client in terms of Clause 1 above will, in all cases, be where, anytime within a period of 12 (twelve) months from date of introduction or re-introduction, the Candidate:-

1.3.1 is permanently engaged by the Client; into the position as given or any alternate position;

1.3.2 is permanently engaged by any other person, associate, subsidiary, to whom the Client had referred the Candidate; into the position as given or any alternate position;

1.3.3 having resigned or having had his / her employment terminated, is re-engaged by:

1.3.3.1 the Client; or

1.3.3.2 by any other person, associate, subsidiary to whom the Client had referred the Candidate.

1.4 Should the Candidate be employed by the Client or any other person, associate, subsidiary to whom the Client had referred the Candidate, whereby Clydesdale Cargo & Personnel Management was effective in the introduction of the Candidate c.v., which preceded the introduction of the Candidate c.v. by any other person, recruitment agency or company, the placement fee will be due and payable.

## **2. GUARANTEE:**

2.1 Should a Candidate within a period of 90 (ninety) days from commencement of employment-

2.1.1 depart from the company; or

2.1.2 be legitimately dismissed; and provided

2.1.2.1 the Client had itself made payment strictly in terms of this agreement (1. FEES) and

2.1.2.2 the Client within a period of 10 days, notifies Clydesdale Cargo & Personnel Management in writing (unless otherwise agreed) of the termination of employment; THEN:

2.1.3 Clydesdale Cargo & Personnel Management will only accept liability in terms of its guarantee if the fee has been timeously paid AND we have been advised in writing of the dismissal within 5 working days of its occurrence. If a candidate is dismissed due to incompetence or fraudulent qualifications within the stipulated guarantee period, Clydesdale Cargo & Personnel Management will locate a replacement candidate at no cost to the client concerned. In the event that a candidate voluntarily resigns due to working conditions and/or environment and/or victimisation, Clydesdale Cargo & Personnel Management cannot be held financially responsible for a replacement candidate. It will, however, be greatly appreciated if the client concerned entrusts us with a new brief, in these circumstances. In the event that Clydesdale Cargo & Personnel Management is unable to locate a replacement candidate within 30 days, then the client's account will be credited as follows:

50% (fifty percent) of the initial fee paid within the first 30 days, 30% (thirty percent) within 31 to 60 days, and 10% within 61 to 90 days. No cash refund.

2.2 The Client will not however be entitled to any replacement in circumstances where:

2.2.1 the Candidate's employment is terminated due to any operational requirement

2.2.2 the Candidate is unfairly dismissed

2.2.3 the Client's breach of either this agreement, or their employment contract with the Candidate, or any verbal agreement with the Candidate, causes the Candidate to resign.

## **3. LIABILITY:**

Clydesdale Cargo & Personnel Management shall endeavor to do all things reasonable to provide a professional service. It will not however be liable for any loss or damage that may be incurred by the Client arising directly or indirectly from any act or omission by any potential Candidate or Candidate placed with the Client.

## **4. GENERAL CONDITIONS:**

4.1 The Client shall notify Clydesdale Cargo & Personnel Management immediately an engagement of a Candidate occurs.

4.2 Clydesdale Cargo & Personnel Management accepts no liability whatsoever, accepts no claims of any nature levied against it, including any loss or damage, to any person, property or otherwise, sustained by the Client, arising directly or indirectly through any submission, introduction, or placement of permanent, temporary or contractual staff.

4.3 In some instances the details of our Candidate, may already exist, on the Client Company Database or similar. Upon receiving from us the details and or c.v. of our Candidate, the Client Company may only state that the Candidate is already known to the Client Company, if the Client Company records clearly reflect that within a 6 (six) month period, as at date and time of receipt of our Candidate details and or c.v. from us, the Candidate had been interviewed by the Client Company for the specific position/s to which we are presenting the Candidate. Failing which, the Client Company agrees that the Candidate introduction and proceeding thereafter is that of Clydesdale Cargo & Personnel Management.

4.4 The terms and conditions as stated herein are between Clydesdale Cargo & Personnel Management and the Client. Acceptance of any of Clydesdale Cargo & Personnel Management including the acceptance of any Candidate Curriculum Vitae, deems agreement to and acceptance of the terms and conditions contained herein. The service agreement is binding, whether or not it is signed by the Company.

Thus agreed and signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED ON BEHALF OF **THE CLIENT:** \_\_\_\_\_

Authorised Signatory: \_\_\_\_\_ Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Witness: \_\_\_\_\_

AND ON BEHALF OF **Afropulse 89 Pty Ltd t/a CLYDESDALE Cargo and Personnel Management**

Authorised Signatory: \_\_\_\_\_ Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Witness: \_\_\_\_\_