

# TERMS AND CONDITIONS OF BUSINESS

## INTRODUCTION OF STAFF FOR PERMANENT/TEMPORARY OR TEMPORARY TO PERMANENT EMPLOYMENT

### DEFINITIONS

The following words shall have the following meanings assigned to them for the purposes of these terms and conditions:

"**LEXCORP**": Lexcorp Consulting CC (Co. Reg. No: 2008/181202/23).

"**Client**": the company, firm or person requesting services for the introduction of permanent and/or temporary employees.

"**Engagement**": the engagement of LEXCORP candidates, whether directly or indirectly through another entity, whether as an employee or otherwise be it for a permanent or temporary position.

"**Introduction**": the provision by LEXCORP to the Client of any details of a candidate whether in oral or written form and in respect of which the Client has contacted LEXCORP or the candidate and/or the Client has interviewed the candidate or has initiated any other conduct in response to receiving such candidate's details.

"**Commencement Date**": the first day on which the candidate / employee commences work for and on behalf of the client.

"**Remuneration**": includes, without limitation, all salary, payments and other taxable emoluments payable or receivable on a gross basis by the candidate for services rendered to or on behalf of the Client. All sums are gross and calculated on the basis that the candidate's Engagement is for twelve months unless it is a Short Term Placement as defined below.

"**Short Term Placement**": the engagement of a candidate by the Client for a fixed term placement period of less than twelve months and in respect of which LEXCORP has accepted the Introduction of any candidates on such basis. In the absence of a clear written agreement between LEXCORP and the Client that a candidate has been Introduced as a Short Term Placement then any such Introduction will be deemed not to be a Short Term Placement and shall be Introduced on standard terms as set out in 2 (a) below.

"**Agreement**": The standard terms and conditions agreed on by the parties incorporated herein.

It is agreed that these terms and conditions are deemed to be accepted by the Client upon either the signature of these terms and conditions by the Client or upon LEXCORP having introduced a candidate to the Client, whichever event occurs first. LEXCORP will provide a 3 month guarantee on any placement which will not be extended under any circumstances.

These terms and conditions shall supercede and replace any other terms and conditions previously agreed between the Client and LEXCORP. In the event that terms and conditions have previously been agreed by LEXCORP with the Client, then these terms and conditions shall be deemed to have been accepted by the Client (in replacement of the previous terms and conditions) upon either signature of these terms and conditions by the Client or upon any candidate being introduced to the Client by LEXCORP for a permanent or temporary position, whichever event occurs first.

No variation can be made to these terms and conditions without the written consent of LEXCORP.

In the event of a LEXCORP assignee introduced by LEXCORP thereafter being permanently or temporarily employed by the Client and/or third party through the offices of another staffing services company within a 12 (twelve) month period, a permanent placement fee will be charged to the Client.

South African Law shall apply to these terms and conditions and all disputes arising thereof are subject to the exclusive jurisdiction of the court of South Africa. In the event of LEXCORP having to instruct its attorney to enforce any of the terms and conditions of the agreement, the Client agrees to be liable to LEXCORP for all legal costs incurred therein, on attorney and own client scale, such costs to include tracing fees and collection commission.

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### 1) Introductions

Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by LEXCORP which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the LEXCORP's fee as set out in clause 2(a) with no entitlement to any refund.

### 2) The Client undertakes to:

- a) notify LEXCORP immediately when an Engagement is agreed and the Remuneration offered to the candidate
- b) pay LEXCORP fee within 14 days of LEXCORP invoice. The fee is calculated in accordance with clause 3 below.

### 3) Fee Calculation

a) The fee payable to LEXCORP by the Client for the Introduction and Engagement of a candidate by the Client is calculated as a % of annual Remuneration which the candidate can reasonably anticipate earning with the Client (VAT excluded). These fees shall prevail unless otherwise arranged in writing, prior to the appointment of the applicant. The fees are as follows:

Fee	Total cost to Company per Annum
10%	Up to R80,000
15 %	R80,000 +
Guarantee period : 3 months	
Minimum fee	R5 000

b) In the event that a candidate who is engaged on a Short Term Placement is permanently engaged by the Client then the Client shall pay LEXCORP a further fee being an amount equal to the sum calculated in accordance with 3(a).

**4) Client/Attorney Charges.** In the event that LEXCORP instructs its Attorney to institute legal proceedings against a Client, the Client hereby undertakes and agrees to pay LEXCORP's Attorney legal fees on the scale as between Attorney and Client, collection commission, tracing fees and the like should any judgment be granted in favour of LEXCORP

**5) Jurisdiction.** The Client hereby consents and submits to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all proceedings connected with LEXCORP's Standard Terms and Conditions of Business, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction.

**6)** Our guarantee period is validated on receipt of payment received in full within 14 days of the candidate commencing employment. In the event of the employee leaving the Client's employ for any reason within the stipulated guarantee period Lexcorp will recruit a replacement candidate. To take into account the difference in the candidates packages, a 100% credit will be passed for the first candidate and the client will be invoiced for the replacement on the new fee calculated

**7) Rebates.** Should the Client not find a suitable replacement candidate, or not require a replacement candidate – providing the original candidate has left, the Client will qualify for a rebate. If the candidate leaves within the first month of employment, a 100% rebate of the placement fee will be credited. A 50% rebate will apply if the candidate leaves in the second or third month.

**8)** Please note that if the guarantee is not validated the Client will not be entitled to receive a replacement candidate or a rebate. Requests for replacements or rebates must be made to LEXCORP within 48 hours of the last date of employment.

**9)** Psychometric testing can be arranged for candidates by a registered industrial Psychologist. The fee will be advised at the time and for the Client's expense.

### 10) Suitability and References

a) LEXCORP endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorization which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.

b) LEXCORP endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

c) Notwithstanding clauses 10 (a) and 10 (b) above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or LEXCORP before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

d) To enable LEXCORP to comply with its obligations under clauses 10 (a), 10 (b) and 10 (c) above the Client undertakes to provide to LEXCORP details of the position which the Client seeks

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to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

**11) Liability**

LEXCORP shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with LEXCORP seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of LEXCORP to introduce any Candidate. For the avoidance of doubt, LEXCORP does not exclude liability for death or personal injury arising from its own negligence.

**12) Advertising**

LEXCORP has the authority to advertise Client vacancies that have been registered with them from time to time unless otherwise instructed.

I/We, the undersigned, hereby agree to these Terms and Conditions

..... Signed  
for and on behalf of Client who warrants this authority

.....  
Print Name

.....  
Company Name

.....  
Date

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